

**CITY OF SANTA BARBARA
CITY COUNCIL**

Randy Rowse
Mayor

Meagan Harmon
Mayor Pro Tempore

Kristen W. Sneddon
Ordinance Committee Chair

Eric Friedman
Finance Committee Chair

Alejandra Gutierrez
Oscar Gutierrez
Mike Jordan

Rebecca Bjork
City Administrator

Ariel Pierre Calonne
City Attorney



City Hall
735 Anacapa Street
<http://www.SantaBarbaraCA.gov>

JULY 19, 2022, 2:00 PM

AGENDA

**COUNCIL CHAMBERS AND MAYOR/COUNCIL OFFICE, CITY HALL,
735 ANACAPA STREET**

IN-PERSON PUBLIC COMMENT: At the beginning of each meeting of the City Council, Finance Committee, or Ordinance Committee, any member of the public may address the City Council concerning any item not on the Council's agenda. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that public comment is taken up by the City Council. Each speaker will be given a total of 3 minutes to address the Council. Pooling of time is not allowed during general public comment. The time allotted for general public comment at the beginning of the 2:00 p.m. session is 30 minutes. Any member of the public who did not speak during the 2:00 p.m. session but who submitted a request to do so during the 2:00 30 minute session may do so at the end of the meeting when the additional "Public Comment (If Necessary)" is announced. The City Council, upon majority vote, may decline to hear a speaker on the grounds that the subject matter is beyond their jurisdiction.

REMOTE PUBLIC COMMENT: Members of the public wishing to speak must "raise their hand" in the Zoom platform by selecting the virtual hand icon when their item is called. The keyboard shortcut for this is Alt+Y for Windows and Option+Y for Macs. City staff will activate the speaker's microphone when the speaker's name is called. The speaker will then need to unmute themselves. The keyboard shortcut for this is Alt+M for Windows or Command-Shift-A for Macs.

HOW TO REMOTELY OBSERVE AND/OR SPEAK LIVE AT A MEETING

- **Web:** https://santabarbaraca.gov.zoom.us/webinar/register/WN_BHXU9bk1SWq0ntGHplRq0Q
(Participation via Zoom)
- **Telephone:** Dial 1-669-900-6833, Enter Webinar ID: 948 7481 3299
(press *9 to raise/lower hand; press *6 to mute/unmute)
- **Online Streaming:** Council meetings are streamed live at www.SantaBarbaraCA.gov/CAP
- **TV:** Each regular City Council meeting is broadcast live in English and Spanish on City TV Channel 18 and rebroadcast in English on Wednesdays and Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m., and in Spanish on Sundays at 3:00 p.m. Each televised Council meeting is closed captioned for the hearing impaired. Check the City TV program guide at www.santabarbaraca.gov/citytv for rebroadcasts of Finance and Ordinance Committee meetings.

WRITTEN PUBLIC COMMENT: Public comments may also be submitted via email to Clerk@SantaBarbaraCA.gov prior to the beginning of the Council Meeting. All public comments submitted via email will be provided to City Council and will become part of the public record.

ORDER OF BUSINESS: Regular meetings of the Finance Committee and the Ordinance Committee begin at 12:30 p.m. The regular City Council meeting begins at 2:00 p.m. in the Council Chambers at City Hall.

(CONTINUED ON NEXT PAGE)

REPORTS: Copies of the reports relating to agenda items are available for review at <http://www.SantaBarbaraCA.gov/CAP>. In accordance with state law requirements, this agenda generally contains only a brief general description of each item of business to be transacted or discussed at the meeting. Should you wish more detailed information regarding any particular agenda item, you are encouraged to obtain a copy of the Council Agenda Report (a "CAR") online at the City's website (<http://www.SantaBarbaraCA.gov/CAP>). Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are posted to the City's website as soon as reasonably feasible.

CONSENT CALENDAR: The Consent Calendar is comprised of items that will not usually require discussion by the City Council. A Consent Calendar item is open for discussion by the City Council upon request of a Councilmember, City staff, or member of the public. Items on the Consent Calendar may be approved by a single motion. Should you wish to comment on an item listed on the Consent Agenda, after turning in your "Request to Speak" form, you should come forward to speak or raise your hand in Zoom at the time the Council considers the Consent Calendar.

SPANISH INTERPRETATION: If you need interpretation of your communications to Council from Spanish into English, please contact the City Clerk's Office at 564-5309 or by email at Clerk@SantaBarbaraCA.gov. If possible, notification of at least 48 hours will usually enable the City to make arrangements.

INTERPRETACIÓN EN ESPAÑOL: Si necesita una interpretación del español al inglés, para sus comunicaciones al Consejo, comuníquese con la Oficina del Secretario Municipal al 564-5309, o por correo electrónico a Clerk@SantaBarbaraCA.gov. Si es posible, la notificación de al menos 48 horas generalmente permitirá a la Ciudad hacer los arreglos.

AMERICANS WITH DISABILITIES ACT: If you need auxiliary aids or services or staff assistance to attend or participate in this meeting, please contact the City Administrator's Office at 564-5305 or by email at Clerk@SantaBarbaraCA.gov. If possible, notification at least 48 hours prior to the meeting will usually enable the City to make reasonable arrangements. For those who need accessibility accommodation in using the "raise hand" function and/or registering to participate in the Zoom session, please contact the Clerk's office by 5:00 p.m. the day before the meeting for assistance. Additionally, a speaker may email Clerk@SantaBarbaraCA.gov by 5:00 p.m. the day before a meeting, stating which item they wish to speak on. Specialized services, such as sign language interpretation or documents in Braille, may require additional lead time to arrange.

JULY 19, 2022 AGENDA

REGULAR CITY COUNCIL MEETING – 2:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CEREMONIAL ITEMS

- 1. Subject: Appointment Of 2022 Youth Poet Ambassador And 2022 Youth Poet Laureate (120.04)**

- 2. Subject: Employee Recognition – Service Award Pins**

Recommendation: That Council authorize the City Administrator to express the City's appreciation to employees who are eligible to receive service award pins for their years of service through July 31, 2022.

CHANGES TO THE AGENDA

PUBLIC COMMENT

CONSENT CALENDAR

- 3. Subject: Minutes**

Recommendation: That Council waive reading and approve the minutes of the regular meetings of June 14, 2022; June 21, 2022; June 28, 2022; and the special meetings of June 21, 2022; June 28, 2022.

4. Subject: Agreement With Carbon Solutions Group EV, LLC And Acceptance Of Grant Funds For Electric Vehicle Charging Stations (Ordinance Introduction; Resolution; Contract) (630.02)

Recommendation: That Council:

- A. Introduce and subsequently adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Authorizing the Sustainability and Resilience Director to Execute an Agreement with Carbon Solutions Group EV, LLC for up to 258 Electric Vehicle Charging Stations;
- B. Authorize the Sustainability & Resilience Director to transfer grant applications from California Electric Vehicle Infrastructure Project to Carbon Solutions Group EV, LLC;
- C. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059, Adopting the Budget for Fiscal Year 2023 for Charging Station Grants and Other Transportation Decarbonization Initiatives.

5. Subject: 2022-2025 Firefighters' Association Bargaining Unit Memorandum Of Understanding And Amendment Of Resolution No. 22-064, The Position And Salary Control Resolution For Fiscal Year 2023 (Ordinance Introduction; Resolution) (440.02)

Recommendation: That Council:

- A. Ratify the Memorandum of Understanding between the City and the Santa Barbara Firefighters' Association by introduction and subsequent adoption of, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Adopting the 2022-2025 Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara City Firefighters' Association; and
- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-064, the Position and Salary Control Resolution for Fiscal Year 2023, Affecting Classifications in the Firefighters' Association, Effective July 30, 2022.

6. Subject: Accept And Spend A Donation For Police Department Honor Guard And Appropriate Funds In Fiscal Year 2023 (Resolution) (520.04)

Recommendation: That Council:

- A. Accept a donation totaling \$1,000 from the trust of Clifford G. Roxton to purchase supplies for the Honor Guard;
- B. Adopt a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059, Adopting the Budget for Fiscal Year 2023, to Appropriate Funds for a gift from the Clifford G. Roxton Trust to the City of Santa Barbara for exclusive use and benefit of the Santa Barbara Police Department.

7. Subject: Records Destruction For Fire Department (Resolution) (160.06)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Fire Department in the Administration Division.

8. Subject: Granting An Easement To Southern California Edison For Electrical Service Meter On City Parking Lot 10 At 621 Anacapa Street (Resolution) (380.01)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Granting a Utility Easement to Southern California Edison for a New Electrical Service Meter Facility on City Parking Lot 10, 621 Anacapa Street, for a Tesla Supercharger Station and Authorizing the Public Works Director to Execute and Record the Utility Easement.

9. Subject: Increase Aviation Planning Services Contract For The Fixed Based Operator Redevelopment Project (Resolution; Contract) (560.04)

Recommendation: That Council:

- A. Authorize an increase in the extra services amount with Jacobs Engineering Inc., for aviation planning services for the Fixed Based Operator (FBO) Redevelopment Project, Contract No. 26,343, in the amount of \$43,626, for a total project expenditure authority of \$285,626; and
- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059 Adopting the Budget for Fiscal Year 2023, to Appropriate Funds for Increase In Aviation Planning Services For the Fixed Based Operator Redevelopment Project.

10. Subject: Santa Barbara Airport Master Plan Update (Resolution; Contract) (560.09)

Recommendation: That Council:

- A. Authorize the Airport to execute a City Professional Services contract with Mead and Hunt Inc. in the amount of \$919,383, for master planning services to update the Santa Barbara Airport Master Plan and authorize the Airport Director to approve expenditures of up to \$91,938 for extra services that may result from necessary changes in the scope of work; and
- B. Adopt a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059, Adopting the Budget for Fiscal Year 2023, to appropriate funds for professional services contract for Santa Barbara Airport Master Plan Update.

11. Subject: Fiscal Year 2022 Interim Financial Statements For The Eleven Months Ended May 31, 2022 (250.02)

Recommendation: That Council accept the Fiscal Year 2022 Interim Financial Statements for the eleven months ended May 31, 2022.

12. Subject: Sole Source Purchase Order For Library Automated Materials Handling (AMH) Machine (570.04)

Recommendation: That Council:

- A. Authorize the Library Director to execute a sole source Purchase Order to Lyngsoe Systems in the amount of \$115,518, plus an additional \$11,552 for additional services that may be needed according to the Sole Source provisions of Santa Barbara Municipal Code Section 4.52.070 (K) in order to install automated material handling (AMH) equipment;
- B. Authorize the Library Director to execute Purchase Orders to Lyngsoe Systems in the amount of \$44,719 for support, maintenance and parts in Fiscal Years 2023 through 2028, subject to availability and approval of budgeted funds.

13. Subject: Contract For Design Of Highway 101 Water Main Replacement At Los Patos Way (530.04)

Recommendation: That Council authorize the Public Works Director to execute a City Professional Services contract with Stantec Inc., in the amount of \$370,000 for design services for the Highway 101 Water Main Replacement at Los Patos Way and authorize the Public Works Director to approve expenditures of up to \$37,000 for extra services that may result from necessary changes in the scope of work.

14. Subject: Agreements For Afterschool Recreation Programs (570.06)

Recommendation: That Council authorize the Parks and Recreation Director to enter into agreements with the Santa Barbara Unified School District for the Recreation Afterschool Program and Junior High Afterschool Sports Program.

15. Subject: City And Santa Barbara Unified School District Joint Use Park Ranger Patrol Services Agreement (570.07)

Recommendation: That Council authorize the City Administrator to enter into a one-year agreement with the Santa Barbara Unified School District (SBUSD) for Park Ranger Patrol Services at SBUSD properties at a cost to SBUSD in the amount of \$34,546.

16. Subject: Assignment And Assumption Of Lease – Super 8 Parking Lot (330.04)

Recommendation: That the Council approve and authorize the Airport Director to execute an Assignment and Assumption of Lease between Oceanic Santa Barbara LP, a California limited partnership, and the Housing Authority of the County of Santa Barbara, for that real property located adjacent to 6021 Hollister Ave. Goleta, California, encompassing 22,009 square feet of paved land pursuant to the lease with the City of Santa Barbara known as Agreement No. 21,810 dated September 20, 2005.

17. Subject: Professional Services Contract For Land-Use Permitting Software (Accela) System Enhancements (170.04)

Recommendation: That Council authorize the Information Technology Director to execute a City Professional Services contract with Accela, Inc. in the amount \$683,296, for permitting software system enhancements to include licensing, cloud migration, upgrades, and improvements and authorize the Information Technology Director to approve expenditures of up to \$8,750 for extra services that may result from necessary changes in the scope of work.

18. Subject: Designation Of Voting Delegate For League Of California Cities Annual Conference (180.01)

Recommendation: That Council designate Mayor Randy Rowse as the City's voting delegate, and designate Council Members Eric Friedman and Mike Jordan as alternates to represent the City of Santa Barbara at the League of California Cities Annual Meeting September 7-9, 2022.

19. Subject: Reschedule A Date For Public Hearing Regarding Single Family Design Board's Project Design Approval For 691 Hope Ave

Recommendation: The public hearing previously scheduled for July 26, 2022 and the site visit scheduled for July 25, 2022 regarding the appeal of the Single Family Design Board's March 28, 2022 decision to grant Project Design Approval of 691 Hope Ave has been continued to a public hearing on September 27, 2022 and a site visit on September 26, 2022 pursuant to an agreement by the parties.

This concludes the Consent Calendar.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

PUBLIC WORKS DEPARTMENT

20. Subject: Adoption Of Final Mitigated Negative Declaration And Award Of Contract For Architecture And Design Services For The Police Station Project (Resolution; Contract) (700.08)

Recommendation: That Council:

- A. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Adopting the Final Mitigated Negative Declaration for the Police Station Project, Making the Required Environmental Review Findings, Designating the Cota Commuter Lot at 601 Santa Barbara Street as the final location for the Police Station Project, and Directing the Filing of a Notice of Determination; and
- B. Authorize the Public Works Director to execute a City Professional Services contract with Cearnal Collective, LLP in the amount of \$4,564,111 for design services for the Police Station Project, and approve expenditures of up to \$368,763 for extra services that may result from necessary changes in the scope of work.

SUSTAINABILITY AND RESILIENCE

21. Subject: Solid Waste Franchise Agreement Procurement (630.01)

Recommendation: That Council:

- A. Direct Staff to negotiate a one year extension of the current solid waste hauler franchise agreement;
- B. Direct Staff to negotiate with MarBorg Industries, the current solid waste hauler franchisee, for a new solid waste hauler franchise agreement, subject to commencement of a competitive procurement process if a new franchise is not obtained within eight months after start of negotiations; and
- C. Rescind Council's previous limitation on the scope of work under the professional services agreement with R3 Consultants and authorize the Sustainability and Resilience Director to direct R3 to perform the full scope of work as required to complete procurement of a new solid waste hauler franchise agreement.

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

PUBLIC COMMENT (IF NECESSARY)

ADJOURNMENT



CERTIFICATE OF APPOINTMENT

YOUTH POET AMBASSADOR

KUNDAI CHIKOWERO

JULY 2022

***WHEREAS**, the City of Santa Barbara celebrates the role of artists and writers as valued leaders in our community through programs such as the Poet Laureate, Cultural Arts Grants, and public art initiatives; and*

***WHEREAS**, California Poets in the Schools (CalPoets), which is supported by the City of Santa Barbara and County of Santa Barbara, established a regional Youth Poet Laureate program in 2022 to amplify the voices of local youth and provide new platforms for youth to use their art to better their communities; and*

***WHEREAS**, the Youth Poet Ambassador is someone who stands out among their peers as a distinguished young poet who, by accepting the appointment, commits to participate in a variety of ceremonial, educational, and cultural activities, serving as a mentor to other aspiring poets, and encouraging community members to tell their own stories and develop their own voices; and*

***WHEREAS**, **Kundai Chikowero** is an Honors Program student at California Lutheran University who, as a published poet and social justice activist, has received many accolades over the years, including winning the Martin Luther King, Jr Essay and Poetry competition six times since 7th grade, and being named Outstanding Youth Leader in the City of Santa Barbara in 2018;*

***NOW, THEREFORE, I, RANDY ROWSE**, by virtue of the authority vested in me as Mayor of the City of Santa Barbara, do hereby appoint **Kundai Chikowero** to the title of **Santa Barbara's First Youth Poet Ambassador**. I offer my enthusiastic congratulations, and encourage the community to support this talented young poet for whom great things lie ahead.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Santa Barbara, California to be affixed this 19th day of July 2022.*

MAYOR RANDY ROWSE





CERTIFICATE OF APPOINTMENT

YOUTH POET LAUREATE

MADELINE MILLER

JULY 2022

WHEREAS, the City of Santa Barbara celebrates the role of artists and writers as valued leaders in our community through programs such as the Poet Laureate, Cultural Arts Grants, and public art initiatives; and

WHEREAS, California Poets in the Schools (CalPoets), which is supported by the City of Santa Barbara and County of Santa Barbara, established a regional Youth Poet Laureate program in 2022 to amplify the voices of local youth and provide new platforms for youth to use their art to better their communities; and

WHEREAS, the Youth Poet Laureate is selected for standing out among peers as a distinguished young poet who, by accepting the appointment, commits to participate in a variety of ceremonial, educational, and cultural activities, serving as a mentor to other aspiring poets, and encouraging community members to tell their own stories and develop their own voices; and

WHEREAS, Madeline Miller, who was born in Mexico City and raised in Santa Barbara, is an impressive wordsmith whose involvement in the community includes working as an assistant at a local law firm, interning with the Santa Barbara International Film Festival, and serving with the Way Collective; and

*WHEREAS, while attending San Marcos High School, **Madeline Miller** served as president of the Writer's Society, and vice president of both the Gender and Sexuality Alliance, the school's elite choir, Enchante, and won the school's 2021 Poetry Slam, as well as the 2021 Santa Barbara County Poetry Slam;*

***NOW, THEREFORE, I, RANDY ROWSE,** by virtue of the authority vested in me as Mayor of the City of Santa Barbara, do hereby appoint **Madeline Miller** as **Santa Barbara's First Youth Poet Laureate**. I offer my congratulations, and encourage the community to support this talented young poet with a bright future.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Santa Barbara, California to be affixed this 19th day of July 2022.


MAYOR RANDY ROWSE





CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Employee Recognition – Service Award Pins

RECOMMENDATION:

That Council authorize the City Administrator to express the City's appreciation to employees who are eligible to receive service award pins for their years of service through July 31, 2022.

DISCUSSION:

The City appreciates the loyalty to the community and the dedication to public service that is demonstrated by City employees throughout the organization every day. Since 1980, the City Employees' Recognition Program has recognized length of City Service. Service award pins are presented to employees for every five years of service. Those employees achieving 25 years of service or more are eligible to receive their pins in front of the City Council.

Attached is a list of those employees who will be awarded pins for their service through July 31, 2022.

ATTACHMENT(S): July 2022 Service Awards

PREPARED BY: Nicole Grisanti, Administrator's Office Supervisor

SUBMITTED BY: Rebecca Bjork, City Administrator

APPROVED BY: City Administrator's Office

JULY 2022 SERVICE AWARDS

July 19, 2022 Council Meeting

5 Years

Jeffrey Beardsmore, Water Treatment Plant Operator III, Public Works Department
Matthew Hayden, Wastewater Treatment Plant Operator III, Public Works Department
Timothy Dunn, Building and Safety Supervisor, Community Development Department
Daniela Rosales, Environmental Service Specialist II, Sustainability & Resilience
Department

10 YEARS

Nels Anderson, Waterfront Maintenance Superintendent, Waterfront Department

15 YEARS

Brian D'Amour, City Engineer, Public Works Department
James Dewey, Streets Operations Infrastructure Manager, Public Works
Department
Jose Zarate, Street Maintenance Coordinator, Public Works
Department
Daniel Gullett, Principal Planner, Community Development Department
Yessenia Gomez, Finance Supervisor, Finance Department
Robert Benson, Creeks Restoration Clean Water Manager, Parks & Recreation
Department

25 YEARS

Robert Oshiro, Fire Engineer, Fire Department
Robert Kendall, Fire Captain, Fire Department
Joseph Tieso, Fire Captain, Fire Department
Stephen Corral, Water Wastewater Maintenance Planner Scheduler, Public Works
Department



CITY OF SANTA BARBARA CITY COUNCIL MINUTES

REGULAR MEETING JUNE 14, 2022 COUNCIL CHAMBERS, 735 ANACAPA STREET

CALL TO ORDER

Mayor Randy Rowse called the meeting to order at 2:00 p.m. The Finance Committee met at 11:00 a.m. The Ordinance Committee, which ordinarily meets at 12:30 p.m., did not meet on this day.

PLEDGE OF ALLEGIANCE

Mayor Rowse.

ROLL CALL

Councilmembers present: Eric Friedman, Alejandra Gutierrez (2:12 p.m.), Oscar Gutierrez, Meagan Harmon (2:03 PM), Mike Jordan, Kristen W. Sneddon, Mayor Rowse.

Councilmembers absent: None

Staff present: City Administrator Rebecca Bjork, City Attorney Ariel Calonne, Deputy City Clerk Yazmin Dominguez.

CHANGES TO THE AGENDA

PUBLIC COMMENT

Members of the Public: Jaime Diamond; Aron Ashland; Howard Green.

CONSENT CALENDAR

The titles of the Ordinances and Resolutions were read.

Motion:

Councilmembers Friedman/Sneddon to approve the Consent Calendar as recommended.

Vote:

Unanimous roll call vote.

1. Subject: Minutes

Recommendation: That Council waive reading and approve the minutes of the regular meeting of May 24, 2022 and the special meetings of May 17, 2022; May 23, 2022; May 24, 2022; and May 25, 2022.

Action: Approved the recommendation.

2. Subject: Adoption Of Ordinance Approving The 2022-2024 General Unit Memorandum Of Understanding (440.02)

Recommendation: Ratify the Memorandum of Understanding between the City and the Service Employees' International Union, Local 620, Santa Barbara City Employees' Association (General Unit) for the period of April 1, 2022 through March 31, 2024, by adoption of, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Adopting the 2022-2024 Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara City Employees' Association (General Unit) and Providing For Compensation Changes for Confidential Employees.

Action: Approved the recommendation; Ordinance No. 6072; Agreement No. 28,139 (June 14, 2022, Council Agenda Report and any attachments).

3. Subject: Introduction Of An Ordinance Amending Zoning Requirements Relating To Emergency Service Antennas (640.09)

Recommendation: That Council introduce and subsequently adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Amending the Municipal Code by Amending Sections 30.185.410 and 30.300.010 Relating to Telecommunication Facilities and Antennas.

Action: Approved the recommendation; Proposed Ordinance (June 14, 2022, Council Agenda Report and any attachments).

4. Subject: Introduction Of An Ordinance Amending Title 6 Of The Municipal Code Pertaining To Animal Control (520.05)

Recommendation: That Council introduce and subsequently adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Amending the Municipal Code by Amending Title 6 Relating to Animal Control.

Action: Approved the recommendation; Proposed Ordinance (June 14, 2022, Council Agenda Report and any attachments).

5. Subject: Introduction Of Ordinance Delegating Authority For The Execution Of Santa Barbara Clean Energy Contracts (630.06)

Recommendation: That Council introduce and subsequently adopt by reading of title only, an Ordinance of the Council of the City of Santa Barbara Delegating Authority for the Execution of Contracts for the Purchase of Energy Necessary or Convenient for the Operation of Santa Barbara Clean Energy.

Action: Approved the recommendation; Proposed Ordinance (June 14, 2022, Council Agenda Report and any attachments).

6. Subject: Adoption Of Resolution Regarding Appropriations And Award Contract For Construction Of Hwy Safety Improvement Program Cycle 9 Ped Safety Improvements At Intersections Of Bath At Sola And Victoria, Canon Perdido At Nopal, And Salinas At Old Coast Hwy (530.05)

Recommendation: That Council:

- A. Relieve the apparent low bidder, Alfaro Communications Construction, Inc., of its bid due to a clerical error in accordance with their written request, dated May 24, 2022, and in accordance with Public Contract Code Sections 5100 - 5107;
- B. Award a contract with Lash Construction, Inc., in their low bid amount of \$1,120,562 for construction of the Highway Safety Improvement Program Cycle 9 Pedestrian Safety Improvements Project, Bid No. 3999; and authorize the Public Works Director to execute the contract and approve expenditures up to \$112,056 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment; and
- C. Adopt a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 21-045, Adopting the Budget for Fiscal Year 2022, to Appropriate Funds for Construction of the Highway Safety Improvement Program Cycle 9 Pedestrian Safety Improvements Project.

Action: Approved the recommendation; Resolution No. 22-051; Agreement No. 28,140 (June 14, 2022, Council Agenda Report and any attachments).

7. Subject: Adoption Of A Resolution For Fiscal Year 2022-2023 Senate Bill 1: The Road Repair And Accountability Act Funding To Grind And Overlay A Portion Of Chapala Street (530.05)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Adopting Projects for Fiscal Year 2022-2023, Funded by Senate Bill 1: The Road Repair and Accountability Act.

Action: Approved the recommendation; Resolution No. 22-052 (June 14, 2022, Council Agenda Report and any attachments).

8. Subject: Adoption Of Resolution Of Appropriations Of Funds And Authorization For Deposit Of Funds For Condemnation Action For The De La Vina Street Bridge Replacement Project (530.04)

Recommendation: That Council:

- A. Adopt a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 21-045, Adopting the Budget for Fiscal Year 2022, to Appropriate Highway Bridge Program Grant Funds and City Funds for the De La Vina Bridge Replacement Project; and
- B. Authorize the deposit of the probable condemnation compensation amount of Two Million Eight Hundred Seventy Six Thousand Dollars (\$2,876,000) to the State of California Treasury, or directly to the property owners of the properties at 2733 and 2735 De La Vina Street (APN 051-213-020), and 2726 and 2728 De La Vina Street (APN 051-220-015) as determined by the Stipulation for Possession.

Action: Approved the recommendation; Resolution No. 22-053 (June 14, 2022, Council Agenda Report and any attachments).

9. Subject: Creek Inventory And Assessment Study Update (540.14)

Recommendation: That Council authorize the Parks and Recreation Director to execute a Professional Services Agreement with Cardno Inc. in the amount of \$121,058 to update the 2000 Creek Inventory and Assessment Study.

Action: Approved the recommendation; Agreement No. 28,141 (June 14, 2022, Council Agenda Report and any attachments).

10. Subject: Authorize A Marketing Agreement With OhmConnect For Collaboration On A Demand Response Incentive Program Offered By Santa Barbara Clean Energy (630.06)

Recommendation: That Council authorize the Sustainability and Resilience Director to enter into a marketing agreement with OhmConnect, Inc. allowing for strategic collaboration on a local demand response incentive program to be offered by Santa Barbara Clean Energy.

Action: Approved the recommendation; Agreement No. 28,142 (June 14, 2022, Council Agenda Report and any attachments).

11. Subject: Reschedule A Date For Public Hearing Regarding Single Family Design Board's Project Design Approval For 691 Hope Ave

Recommendation: The public hearing previously scheduled for June 14, 2022 and the site visit scheduled for June 13, 2022 regarding the appeal of the Single Family Design Board's March 28, 2022 decision to grant Project Design Approval of 691 Hope Ave has been continued to a public hearing on July 26, 2022 and a site visit on July 25, 2022 pursuant to an agreement by the parties.

Action: Approved the recommendation.

CONSENT PUBLIC HEARING

12. Subject: Public Hearing On Proposed Changes To Water And Wastewater Capacity Charges (540.01)

Recommendation: That Council holds a public hearing to consider comments from the public regarding proposed water and wastewater capacity charges, and direct staff to prepare a charge schedule to be included within the City of Santa Barbara Schedule of Penalties, Fees, Rates, and Service Charges for consideration by Council in connection with the final adoption of the operating budget.

Public Hearing open: 5: 16 pm

Public Hearing close: 5:17 pm

Action: Approved the recommendation.

This concludes the Consent Calendar.

REPORT FROM THE FINANCE COMMITTEE

Finance Committee Chair Friedman reported the Fiscal Sustainability Initiative. Reviewed staff challenges facing the City, and a report from staff regarding purpose and timeline of the Fiscal Sustainability Initiative. Provided staff direction regarding the Fiscal Sustainability Initiative and additional topics to include in their review.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

PUBLIC WORKS DEPARTMENT

13. Subject: Public Hearing On Proposed Changes To Wastewater Rates (540.13)

Recommendation: That Council:

- A. Hold a public hearing, consider all protests, and determine if there is a majority written protest regarding proposed increases to wastewater rates

for Fiscal Years 2023, 2024, and 2025 as required by California Constitution article XIII D, § 6; and

- B. If there is no majority written protest, direct staff to prepare a rate schedule setting the wastewater rates for Fiscal Years 2023, 2024, and 2025, and include the schedules within the City of Santa Barbara Schedule of Penalties, Fees, Rates, and Service Charges for consideration by Council in connection with the final adoption of the operating budget.

Public Hearing opened: 2:18 PM

Documents:

- PowerPoint Presentation prepared by staff
- June 14, 2022 Council Agenda Report and any attachments

Speakers:

- Staff: Water Resources Analyst Dana Hoffenberg
- Consultant Staff: HDR Engineering, Inc. Associate Vice President Shawn Koorn.
- Members of the public: None.

Discussion:

- Councilmembers' questions were answered.

Public Hearing closed: 2:37 PM

Motion:

Councilmembers Jordan/Sneddon to support the staff recommendation.

Vote:

Unanimous roll call vote

SUSTAINABILITY AND RESILIENCE

14. Subject: Public Hearing On Proposed Changes To Solid Waste Rates (630.01)

Recommendation: That Council:

- A. Hold a public hearing, consider all protests, and determine if there is a majority written protest regarding proposed increases to solid waste rates for Fiscal Year 2023, as required by California Constitution art. XIII D, § 6; and
- B. If there is no majority written protest, direct staff to prepare a rate schedule setting the solid waste rates for Fiscal Year 2023, and include the schedule within the City of Santa Barbara Schedule of Penalties, Fees, Rates, and

Service Charges for consideration by Council in connection with the final adoption of the operating budget.

Public Hearing opened: 2:38 p.m.

Documents:

- PowerPoint Presentation prepared by staff
- June 14, 2022 Council Agenda Report and any attachments

Speakers:

- Staff: Senior Environmental Specialist Dustin Merback.
- Members of the public: None.

Discussion:

- Councilmembers' questions were answered.

Public Hearing closed: 2:42 p.m.

Motion:

Councilmembers Sneddon/Jordan to support the staff recommendation.

Vote:

Unanimous roll call vote

RECESS

2:48 p.m. - 6:00 p.m.

Mayor Pro Tem Harmon was excused at 2:48 p.m.

MAYOR AND COUNCIL REPORTS

15. Subject: Interviews For City Advisory Groups (140.05)

Recommendation: That Council hold interviews of applicants to various City Advisory Groups. (Estimated time 6:00 p.m.)

Documents:

- June 14, 2022 Council Agenda Report and attachments

Applicant Speakers:

Darrel McNeill

Diane Huntoon

Karen Luckett

James Marston

E. Howard Green

Committee:

Arts Advisory Committee

Arts Advisory Committee

Arts Advisory Committee

Building and Fire Code Board of Appeals

Central Coast Commission for Senior Citizens

Jarrett Gorin	Citizens Oversight Committee
David Brentlinger	Housing Authority Commission
Esvin Almengore	Housing Authority Commission
Sara Kamali	Living Wage Advisory Committee
Alexandra Brieske	Neighborhood Advisory Council
Sarah Rothschild	Neighborhood Advisory Council
Kerry Bentz	Rental Housing Mediation Board
Tiago Eckstein	Santa Barbara Youth Council
Anastasia Li	Santa Barbara Youth Council
Lauralee Anderson	Single Family Design Board
Colin Gleason	Transportation and Circulation Committee
Conrad Metzenberg	Transportation and Circulation Committee

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

Councilmember Friedman reported on their attendance or made the following comment(s): 1. Sustainability Committee 2. Library Celebration of High School Graduates, Tutors and Learners 3. California League of Cities Environmental Quality Committee Meeting 4. Family Summer Nights Program, a special thanks to Ismael Huerta from School District and Rich Hanna from Parks and Recreation Department.

Councilmember Sneddon reported on their attendance or made the following comment(s): 1. Water Commission Meeting 2. Waula Festival, a benefit for Sarah House 3. Library Celebration of High School Graduates, Tutors and Learners 4. Ad Hoc Homelessness Task Force 5. Sustainability Committee Meeting

Councilmember O. Gutierrez reported on their attendance or made the following comment(s): 1. Ceylon Film Festival 2. ASAP Fundraiser for Rescue Cats

Mayor Rowse reported on their attendance or made the following comment(s): 1. Arts and Letters Kickoff at the Santa Barbara Club for UCSB Arts and Letters 2. Ceylon Film Festival 3. Station Pride Bike Ride in Santa Barbara 4. Foresters Opening Home Baseball Game

PUBLIC COMMENT (IF NECESSARY)

ADJOURNMENT

Mayor Rowse adjourned the meeting at 7:00 p.m.

Approved and adopted by the City Council of the City of Santa Barbara on July 19, 2022.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

_____	ATTEST:	_____
RANDY ROWSE		SARAH GORMAN
MAYOR		CITY CLERK SERVICES MANAGER



CITY OF SANTA BARBARA CITY COUNCIL MINUTES

REGULAR MEETING JUNE 21, 2022 COUNCIL CHAMBERS, 735 ANACAPA STREET; 320-A WEST ORTEGA STREET

CALL TO ORDER

Mayor Randy Rowse called the meeting to order at 2:03 p.m. and announced that the meeting is being held via teleconference and members of the City Council are participating in person or electronically from addresses noticed on the agenda. (The Finance Committee and Ordinance Committee, which ordinarily meet at 12:30 pm, did not meet on this day.)

PLEDGE OF ALLEGIANCE

Mayor Rowse.

ROLL CALL

Councilmembers present: Eric Friedman, Alejandra Gutierrez, Oscar Gutierrez (2:47 p.m.), Meagan Harmon, Mike Jordan, Kristen W. Sneddon, Mayor Rowse.

Councilmembers absent: None.

Staff present: City Administrator Rebecca Bjork, City Attorney Ariel Calonne, Deputy City Clerk Naomi Kovacs.

CEREMONIAL ITEMS

1. Subject: National Pollinator Week - June 20-26, 2022 (120.04)

Proclamation presented by Mayor Rowse and received by Santa Barbara Botanic Garden Terrestrial Invertebrate Conservation Ecologist Sarah Cusser, Ph.D.

CHANGES TO THE AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Members of the public: Eric Johnson, Ricardo Frustockl, Stephen Meade, Brett Michaelson, Aron Ashland.

CONSENT CALENDAR

The titles of the Ordinances and Resolutions were read.

Councilmembers' questions were answered.

Motion:

Councilmembers Sneddon/A. Gutierrez to approve the recommended actions.

Vote:

Unanimous roll call vote.

2. Subject: Minutes

Recommendation: That Council waive reading and approve the minutes of the regular meeting of June 23, 2020 and the special meetings of January 12, 2021; January 21, 2021; and January 26, 2021.

Action: Approved the recommendation.

3. Subject: Adoption Of An Ordinance Delegating Authority For The Execution Of Santa Barbara Clean Energy Contracts (630.06)

Recommendation: That Council adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Delegating Authority for the Execution of Contracts for the Purchase of Energy Necessary or Convenient for the Operation of Santa Barbara Clean Energy.

Action: Approved the recommendation; Ordinance No. 6073.

4. Subject: Adoption Of Zoning Ordinance Amendments Relating To Emergency Service Antennas (640.09)

Recommendation: That Council adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Amending the Municipal Code by Amending Sections 30.185.410 and 30.300.010 Relating to Telecommunication Facilities and Antennas.

Action: Approved the recommendation; Ordinance No. 6074.

5. Subject: Adoption Of An Ordinance Amending Title 6 Of The Municipal Code Pertaining To Animal Control (520.05)

Recommendation: That Council adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Amending the Municipal Code by Amending Title 6 Relating to Animal Control.

Action: Approved the recommendation; Ordinance No. 6075.

6. Subject: Introduction Of An Ordinance Moving The Alcoholic Beverage Retail Establishments Ordinance From Chapter 28.80 To Chapter 28.77 To Correct A Non-Substantive Clerical Error (520.04)

Recommendation: That Council introduce and subsequently adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Directing the Recodification of Ordinance No. 6026, Alcoholic Beverage Retail Establishments, as Chapter 28.77 of the Santa Barbara Municipal Code.

Action: Approved the recommendation; Proposed Ordinance (June 21, 2022, Council Agenda Report and any attachments).

7. Subject: Adoption Of Resolution Of Appropriation And Award Of Contracts For Construction Of The Andrée Clark Bird Refuge Coastal Restoration Project (570.05)

Recommendation: That Council:

- A. Award a contract with Lash Construction, Inc., in their low bid amount of \$1,296,365 for construction of the Civil - Andrée Clark Bird Refuge Coastal Restoration Project, Bid No. 4081; and authorize the Public Works Director to execute the contract and approve expenditures up to \$129,636 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment;
- B. Award a contract with Habitat Restoration Sciences, Inc., in their low bid amount of \$1,140,978 for construction of the Landscape - Andrée Clark Bird Refuge Coastal Restoration Project, Bid No. 4084; and authorize the Parks and Recreation Director to execute the contract and approve expenditures up to \$114,097 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment;
- C. Authorize the Parks and Recreation Director to execute a contract with Anchor QEA, LLC, in the amount of \$120,393 for construction support services, and approve expenditures of up to \$12,039 for extra services of

Anchor QEA, LLC, that may result from necessary changes in the scope of work; and

- D. Adopt a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 21-045, Adopting the Budget for Fiscal Year 2022 to Appropriate Creeks Capital Fund Reserves for the Andrée Clark Bird Refuge Coastal Restoration Project.

Action: Approved the recommendation; Contract Nos. 28,144, 28,145, 28,146; Resolution No. 22-054 (June 21, 2022, Council Agenda Report and any attachments).

8. Subject: Adoption Of A Resolution For The Summary Vacation Of A Public Waterline Easement At 1990 Las Canoas Ridge Way (330.03)

Recommendation: That Council adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Ordering the Summary Vacation of a Public Waterline Easement Over Portions of the Real Property Commonly Known as 1990 Las Canoas Ridge Way (APN 021-010-064).

Action: Approved the recommendation; Resolution No. 22-055 (June 21, 2022, Council Agenda Report and any attachments).

9. Subject: Adoption Of Resolution And Purchase Order To Western Audio For Audio Visual Upgrade Project In City Council Chambers (170.01)

Recommendation: That Council:

- A. Waive the formal bid procedures as authorized by Santa Barbara Municipal Code 4.52.070(K);
- B. Authorize the General Services Manager to issue a purchase order to Western Audio Visual in the amount of \$115,000 for the purchase and installation of Audio Visual Equipment upgrades to the City Council Chambers; and
- C. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution 21-045, Adopting the Budget for Fiscal Year 2022, for \$15,585.

Action: Approved the recommendation; Contract No. 28,147; Resolution No. 22-056 (June 21, 2022, Council Agenda Report and any attachments).

10. Subject: Adoption Of Resolution To Ratify The Expenditures For The Cachuma Operation And Maintenance Board's Lake Cachuma Secured Pipeline Project (540.03)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Ratifying Cachuma Operation and Maintenance Board Resolution No. 751 Approving the Lake Cachuma Emergency Pumping Facility Secured Pipeline Project and Authorizing Certain Other Actions.

Action: Approved the recommendation; Resolution No. 22-057 (June 21, 2022, Council Agenda Report and any attachments).

11. Subject: Amendment To Agreement With Kathleen Gandara For Investigative Services (520.04)

Recommendation: That Council authorize the Chief of Police to execute a first amendment to agreement with Kathleen Gandara for investigative services to increase the contract amount by \$40,575 for a new total amount of \$55,000 for Fiscal Year 2022.

Action: Approved the recommendation; Contract No. 28,148 (June 21, 2022, Council Agenda Report and any attachments).

12. Subject: Amendment Of Professional Services Agreement To Increase The Contract Amount With Carlos Cerecedo, Inc. For Spanish Translation Of City Council Agendas (120.06)

Recommendation: That Council approve an Amendment to Professional Services Agreement No. 22200010 with Carlos Cerecedo, Inc. for Spanish translation services to increase the contract amount by \$4,550 for a new total amount of \$39,550 for Fiscal Year 2022.

Action: Approved the recommendation; Contract No. 28,149 (June 21, 2022, Council Agenda Report and any attachments).

13. Subject: Acceptance Of Federal Aviation Administration Airport Improvement Program Grant For The Airport Master Plan Update (560.09)

Recommendation: That Council accept and authorize the Airport Director to execute, on behalf of the City, Federal Aviation Administration Grant Offer No. 3-06-0235-070, in an amount not to exceed \$1,071,831 in Airport Improvement Program (AIP) funds for Federal Fiscal Year 2022, for the Airport Master Plan Update.

Action: Approved the recommendation (June 21, 2022, Council Agenda Report and any attachments).

CONSENT PUBLIC HEARING

14. Subject: Adoption Of Resolution And Public Hearing Regarding Parking And Business Improvement Area Annual Assessment Report For Fiscal Year 2023 (550.1)

Recommendation: That Council:

- A. Consider any appropriate protests to the Parking and Business Improvement Area Annual Assessment Report For Fiscal Year 2023, as required under the California Parking and Business Improvement Area Law of 1989; and
- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara, Fixing and Assessing the Parking and Business Improvement Area Assessment Rates for Fiscal Year 2023; and Confirming Approval of the Parking and Business Improvement Area Annual Assessment Report for Fiscal Year 2023.

Documents:

- June 21, 2022 Council Agenda Report and any attachments
- Proposed Resolution

Discussion:

- Councilmembers' questions were answered.

Public Hearing opened: 2:20 p.m.

Public Hearing closed: 2:25 p.m.

Action: Approved the recommendation; Resolution No. 22-058.

This concluded the Consent Calendar.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

FINANCE DEPARTMENT

15. Subject: Adoption Of The Operating And Capital Budget For Fiscal Year 2023 (230.05)

Recommendation: That Council:

- A. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Adopting the Budget for the Fiscal Year 2023 by Appropriating Moneys for the Use and Support of Said City from the Funds and to the Purposes Herein Specified;

- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Establishing the City's Appropriation Limitation for Fiscal Year 2023;
- C. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending the City of Santa Barbara Schedule of Penalties, Fees, and Service Charges;
- D. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending the City of Santa Barbara Waterfront Harbor Slip, Mooring, and User Fees;
- E. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Establishing the Abandoned Shopping Cart Recovery Fee;
- F. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Authorizing Classified and Unclassified Positions in the City's Service Effective July 2, 2022, and Providing a Schedule of Classifications and Salaries for the Same in Accordance with the Operating Budget for the 2023 Fiscal Year;
- G. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Authorizing the Continuation of Capital and Special Project Appropriations to Fiscal Year 2023; and
- H. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Authorizing the Public Works Director to Execute Water Purchase Agreements, in a Form Approved by the City Attorney, and in Accordance with the Appropriation in the Approved Budget as May be Amended from Time to Time.

Documents:

- PowerPoint Presentation prepared by staff
- June 21, 2022 Council Agenda Report and any attachments

Speakers:

- Staff: Finance Director Keith DeMartini.
- Members of the public: None.

Discussion:

- Councilmembers' questions were answered.

Mayor Rowse stated that he was recusing himself from consideration of Recommendation D.

Mayor Rowse was excused from the meeting at 2:46 p.m and left the room.

Motion:

Councilmembers A. Gutierrez/Friedman to support the staff recommendation for Item 15-D; Resolution No. 22-062.

Vote:

Unanimous roll call vote. (Abstain: Mayor Rowse.)

Mayor Rowse returned to the meeting at 2:47 p.m.

Councilmember Friedman stated that he was recusing himself from consideration of Recommendation E due it is possible effects on his employer and source of income.

Councilmember Friedman was excused from the meeting at 2:48 p.m. and left the room.

Motion:

Councilmembers A. Gutierrez/Jordan to support the staff recommendation for Item 15-E; Resolution No. 22-063.

Vote:

Unanimous roll call vote. (Abstain: Councilmember Friedman.)

Councilmember Friedman returned to the meeting at 2:52 p.m.

Motion:

Councilmembers Jordan/Friedman to support the staff recommendations for the balance of Item 15; Resolution Nos. 22-059, 22-060, 22-061, 22-064, 22-065, 22-066.

Vote:

Unanimous roll call vote.

LIBRARY DEPARTMENT

16. Subject: Community Arts Workshop Update From Santa Barbara Arts Collaborative (150.04)

Recommendation: That Council receive an update from the Santa Barbara Arts Collaborative about the Community Arts Workshop.

Documents:

- PowerPoint Presentation prepared by staff
- June 21, 2022 Council Agenda Report and any attachments

Speakers:

- Community Arts Workshop (CAW) staff: Managing Director Casey Caldwell
- Members of the public: None.

Action: Council received an update from the Santa Barbara Arts Collaborative about the Community Arts Project.

PUBLIC WORKS DEPARTMENT

17. Subject: Adoption Of Resolutions Of Appropriation And Other Actions Relating to Implementing A Stage Two Water Shortage Alert (540.05)

Recommendation: That Council:

- A. Receive an update on the City's water supply condition;
- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Declaring a Stage Two Water Shortage Alert Pursuant To State Water Resources Control Board Resolution No. 2022-0018, Adopting Drought-Related Emergency Regulation For Water Conservation In Response To Executive Order N-7-22, and Repealing Resolution No. 19-021;
- C. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara amending Resolution No. 21-045, Adopting the Budget for Fiscal Year 2022, to appropriate Water Operating Fund reserves for the City's water conservation rebate program; and
- D. That Council authorize the Public Works Director to execute a five-year contract with Katz & Associates in the amount of \$200,000 for public outreach and communications for the Water Resources Division.

Documents:

- PowerPoint Presentation prepared by staff
- June 21, 2022 Council Agenda Report and any attachments

Speakers:

- Staff: Public Works Administrative Analyst Dakota Corey, Water Conservation Analyst Madeline Wood.
- Members of the public: None.

Discussion:

- Councilmembers' questions were answered.

Motion:

Councilmembers Jordan/Sneddon to move recommendations B, C, and D; Contract No. 28,150; Resolutions No. 22-067, 22-068.

Vote:

Unanimous roll call vote. .

RECESS

4:16 p.m. – 4:30 p.m.

Councilmember Harmon left the meeting at 4:16 p.m.

AIRPORT DEPARTMENT

18. Subject: Adoption Of Resolution And Award Of Contract For Conceptual Design Of The Terminal Expansion And Parking Structure At The Santa Barbara Airport (560.04)

Recommendation: That Council:

- A. Authorize the Public Works Director to execute a City Professional Services contract with Corgan Associates, Inc. in the amount of \$1,275,170 for conceptual design services to expand the airline passenger terminal and construct a parking structure at the Santa Barbara Airport, and authorize the Public Works Director to approve expenditures of up to \$127,517 for extra services that may result from necessary changes in the scope of work; and
- B. Adopt a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 21-045, Adopting the Budget for Fiscal Year 2022, to Appropriate Funds for Conceptual Design of the Terminal Expansion and Parking Structure at the Santa Barbara Airport.

Documents:

- PowerPoint Presentation prepared by staff
- June 21, 2022 Council Agenda Report and any attachments

Speakers:

- Staff: Airport Principal Project Manager Sara Iza, Airport Supervising Engineer Brad Klinzing.
- Members of the public:

Discussion:

- Councilmembers' questions were answered.

Motion:

Councilmembers Friedman/A. Gutierrez to support the staff recommendations; Contract No. 28,151; Resolution No. 22-069.

Vote:

Unanimous roll call vote.

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

Councilmember Sneddon reported on their attendance at the following events or made the following comments: 1. Creeks Commission, 2. State Street Ad Hoc Committee meeting, 3. Homeless Ad Hoc Committee meeting, 4. Mayor's clean up event, 5. Juneteenth Celebration.

Councilmember Friedman reported on their attendance at the following events or made the following comments: 1. PARC Foundation meeting, 2. Airport Commission meeting, 3. Coastal Cities Leadership Group monthly meeting, 4. Coastal Cities Leadership Group webinar re: Seal Level Rise and Coastal Planning, with the Coastal Commission.

Mayor Rowse reported on their attendance at the following events or made the following comments: 1. SBCAG Opening of the Onramp & Carpool Lane, 2. Work Incorporated luncheon, 3. Ride-Along with the Santa Barbara Police Department.

PUBLIC COMMENT (IF NECESSARY)

There was no additional public comment.

ADJOURNMENT

Mayor Rowse adjourned the meeting at 4:52 p.m.

Approved and adopted by the City Council of the City of Santa Barbara on July 19, 2022.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

_____ RANDY ROWSE MAYOR	ATTEST:	_____ SARAH GORMAN CITY CLERK SERVICES MANAGER
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CITY OF SANTA BARBARA CITY COUNCIL MINUTES

REGULAR MEETING

JUNE 28, 2022

**COUNCIL CHAMBERS AND MAYOR/COUNCIL OFFICE, CITY HALL,
735 ANACAPA STREET**

CALL TO ORDER

Mayor Randy Rowse called the meeting to order at 2:00 p.m. and announced that the meeting is being held via teleconference and Councilmembers Eric Friedman, Oscar Gutierrez, Meagan Harmon, Kristen W. Sneddon are participating electronically from council offices. The Finance Committee and Ordinance Committee, which normally meet at 12:30 p.m., did not meet on this day.

PLEDGE OF ALLEGIANCE

Mayor Rowse.

ROLL CALL

Councilmembers present: Eric Friedman, Alejandra Gutierrez, Oscar Gutierrez (2:10 p.m.), Meagan Harmon, Mike Jordan, Kristen W. Sneddon, Mayor Rowse.

Councilmembers absent: None

Staff present: City Administrator Rebecca Bjork, City Attorney Ariel Calonne, Deputy City Clerk Niko Lopez

CEREMONIAL ITEMS

1. Subject: Parks Make Life Better Month- July 2022 (120.04)

Mayor Rowse presented a proclamation. Beebe Longstreet received the proclamation.

CHANGES TO THE AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Members of the public: Scott Wenz, John Palminteri, Aron Ashland, Victoria Valente, Michael Baris.

CONSENT CALENDAR (Items 2-17)

The titles of the Ordinances and Resolutions were read.

Motion:

Councilmembers Jordan/A. Gutierrez to approve the Consent Calendar, with one correction to the minutes for June 7, 2022.

Vote:

Unanimous roll call vote.

2. Subject: Minutes

Recommendation: That Council waive reading and approve the minutes of the regular meeting of June 7, 2022 and the special meetings of October 6, 2020; October 13, 2020; January 26, 2021; February 9, 2021; March 2, 2021; March 9, 2021; March 16, 2021; June 6, 2022; June 7, 2022; and June 8, 2022.

Action: Approved the recommendation (June 28, 2022, Council Agenda Report and any attachments).

3. Subject: Adoption Of An Ordinance Moving The Alcoholic Beverage Retail Establishments Ordinance From Chapter 28.80 To Chapter 28.77 To Correct A Non-Substantive Clerical Error

Recommendation: That Council adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Directing the Recodification of Ordinance No. 6026, Alcoholic Beverage Retail Establishments, as Chapter 28.77 of the Santa Barbara Municipal Code.

Action: Approved the recommendation; Ordinance No. 6076.

4. Subject: Adoption Of A Resolution To Authorize The City To Receive And Spend CalRecycle Grant Funds (630.02)

Recommendation: That Council:

- A. Accept a grant award totaling \$132,171 from the California Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program;

- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 21-045, Adopting the Budget for Fiscal year 2022, for CalRecycle Grant Funds; and
- C. Increase revenue appropriations and expenditure appropriations by \$132,171 in the Fiscal Year 2022 Solid Waste Fund budget for the CalRecycle Local Assistance Grant.

Action: Approved the recommendation; Resolution No. 22-070 (June 28, 2022, Council Agenda Report and any attachments).

5. Subject: Adoption Of A Resolution And Authorization For Cooperative Agreement For The Modoc Road Multiuse Path Extension, Santa Barbara Junior High Multiuse Path Gap Closure On Cota Street, And San Andres Street Safe Crossings And Lighting Project (530.04)

Recommendation: That Council:

- A. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Amending Resolution No. 21-045, Adopting the Budget for Fiscal Year 2022, to Appropriate Measure A Cycle 5 Grant Funds and City Funds for the Modoc Road Multiuse Path Extension, Santa Barbara Junior High Multiuse Path Gap Closure on Cota Street, and San Andres Street Safe Crossings And Lighting Projects; and
- B. Authorize the Public Works Director to execute the Measure A Cycle 5 Project Cooperative Agreement between the City of Santa Barbara and the Santa Barbara County Association of Governments.

Action: Approved the recommendation; Resolution No. 22-071, Agreement No. 28,152 (June 28, 2022, Council Agenda Report and any attachments).

Speakers:

- Members of the Public: Scott Wenz

6. Subject: Adoption Of A Resolution Regarding Records Destruction For The Human Resources Department (160.06)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Human Resources Department.

Action: Approved the recommendation; Resolution No. 22-072 (June 28, 2022, Council Agenda Report and any attachments).

7. Subject: Adoption Of Resolution To Increase Professional Services Contract With GSI Environmental, Inc.; And Amendment Of Contract

Recommendation: That Council:

- A. Authorize the Airport Director to increase the existing Professional Services Agreement No. 26,992 with GSI Environmental, Inc., in the amount of \$648,173 for site investigation work necessary to implement Supplemental Work Plan approved by the Regional Water Quality Control Board; and
- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059, Adopting the Budget for Fiscal Year 2023, to Appropriate Funds for Professional Services Contract for Airport Poly- and Per-Fluoroalkyl Substance Investigation Efforts.

Action: Approved the recommendations; Agreement No. 26,992.1; Resolution No. 22-073 (June 28, 2022, Council Agenda Report and any attachments).

8. Subject: May 2022 Investment Report (260.02)

Recommendation: That Council accept the May 2022 Investment Report.

9. Subject: Amendment To Legal Services Agreement With Richards Watson & Gershon For Special Counsel Services

Recommendation: That Council authorize the City Attorney to execute an amended legal services agreement with Richards Watson & Gershon, for special counsel services and related costs regarding the De La Vina Street Bridge Replacement Project, in an amount not to exceed \$365,000.

Action: Approved the recommendation; Agreement No. 22200154 Amendment 1 (June 28, 2022, Council Agenda Report and any attachments).

10. Subject: Contract For Feasibility Study Update For General Western Aero Hangars Restoration At Santa Barbara Airport (560.04)

Recommendation: That Council authorize the Public Works Director to execute a City Professional Services contract with LMA Architects in the amount of \$52,700, for a feasibility study update to analyze restoration and relocation options for the General Western Aero Hangars and authorize the Public Works Director to approve expenditures of up to \$5,270 for extra services that may result from necessary changes in the scope of work.

Speakers:

- Members of the Public: Fermína Murray.

Action: Approved the recommendations; Agreement No. 28,153 (June 28, 2022, Council Agenda Report and any attachments).

11. Subject: Adoption Of Program Year 2022–2023 Annual Action Plan For Community Development Block Grant And HOME Fund Activities

Recommendation: That Council:

- A. Adopt the City's Annual Action Plan for Program Year 2022–2023 for submittal to the U.S. Department of Housing and Urban Development (HUD); and
- B. Authorize the City Administrator to sign all necessary documents to submit the City's Annual Action Plan to HUD.

Action: Approved the recommendations (June 28, 2022, Council Agenda Report and any attachments).

12. Subject: License Agreement With Santa Barbara Masters Swimming

Recommendation: That Council authorize the Parks and Recreation Director to execute the renewal of a two-year license agreement with Santa Barbara Masters Swimming for the use of Los Baños del Mar Swimming Pool.

Action: Approved the recommendation; Agreement No. 28,154 (June 28, 2022, Council Agenda Report and any attachments).

13. Subject: License Agreement With The Santa Barbara Swim Club

Recommendation: That Council authorize the Parks and Recreation Director to execute the renewal of a two-year license agreement with the Santa Barbara Swim Club for the use of Los Baños del Mar Swimming Pool.

Action: Approved the recommendation; Agreement No. 28,155 (June 28, 2022, Council Agenda Report and any attachments).

14. Subject: Twelve35 Teen Center Lease With Santa Barbara Police Activities League (330.04)

Recommendation: That Council authorize the Parks and Recreation Director to renew a three-year lease agreement with the Santa Barbara Police Activities League (PAL) for the Twelve35 Teen Center, with an annual rent of one dollar per-year.

Action: Approved the recommendation; Agreement No. 28,156 (June 28, 2022, Council Agenda Report and any attachments).

15. Subject: Personal Services Agreement With iSurf, A California Corporation, For Provision Of Fiscal Year 2023 Youth Surf And Beach Camps (570.06)

Recommendation: That Council authorize the Parks and Recreation Director to execute a personal services agreement with iSurf, a California Corporation, for the provision of Fiscal Year 2023 Youth Traveling Surf and Beach Camps, with compensation equal to 90% of the total basic fees collected for the camp and the total compensation estimated at \$185,000 based on the projected number of camp participants.

Action: Approved the recommendation; Agreement No. 28,157 (June 28, 2022, Council Agenda Report and any attachments).

16. Subject: Agreement With Downtown Santa Barbara For Marketing And Promotions (550.1)

Recommendation: That Council authorize the Public Works Director to execute a one-year agreement in the amount of \$310,000 with Downtown Organization of Santa Barbara, Inc., for marketing and promotions from July 1, 2022 through June 30, 2023.

Action: Approved the recommendation; Agreement No. 28,158 (June 28, 2022, Council Agenda Report and any attachments).

CONSENT PUBLIC HEARING

17. Subject: Adoption Of Resolution And Public Hearing Modifying The 2019 Management District Plan Of The Santa Barbara South Coast Tourism Business Improvement District

Recommendation: That Council:

- A. Hold a final public hearing to modify the 2019 Santa Barbara South Coast Tourism Business Improvement Management District Plan and declare results of a majority protest proceeding; and

- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara modifying the 2019 Management District Plan of the Santa Barbara South Coast Tourism Marketing Business Improvement District.

Public Hearing opened: 2:00 p.m.

Public Hearing closed: 2:25 p.m.

Action: Approved the recommendation; Resolution No. 22-074 (June 28, 2022, Council Agenda Report and any attachments).

This concludes the Consent Calendar.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

PUBLIC WORKS DEPARTMENT

18. Subject: Downtown State Street Interim Operations Update

Recommendation: That Council:

- A. Receive an update report on State Street Interim Operations since the Economic Recovery Extension and Transition Ordinance was adopted in February 2022;
- B. Direct Staff regarding resumption of parades;
- C. Direct Staff regarding if and when State Street Promenade Businesses with in-street outdoor facilities, including the businesses located on the 400 and 1300 blocks of State Street shall be in portable configurations; and
- D. Direct staff to return with recommendations for revisions to the guidelines for outdoor business facilities on the State Street Promenade and the 400 and 1300 blocks of State Street including charging a usage fee ("rent") for the privilege of placing outdoor business facilities, design standards, and frontage limitations.

Documents:

- June 28, 2022 report from the Public Works Director
- PowerPoint presentation prepared and made by staff.

Speakers:

- Staff: Interim Public Works Downtown Manager Jessica Grant, Police Chief Bernard Melekian, City Administrator Rebecca Bjork,
- Members of the Public: Gary Macdonald, Joe Weiland, Scott Wenz, Mary Arnoult, Robin Elander, Tori Granado, Bob Stout, David Bolton, Joyce Jetge, Richard Yates, Adrian Lopez, Kristen Miller, Nicole Miller, Jim Knell,

Sullivan Israel, James Marston, Karen Luckett, Tristen Miller, David Peszek, Patrick Casey.

Discussion:

- Councilmembers questions were answered.

Motion:

Councilmembers Sneddon/Harmon to continue outdoor dining facilities on State Street with the provision that any new structures be made portable; have the Master Planning Committee review circulation long-term; look at changing the date of the EERO; have ad hoc committee conduct more review of bicycles and e-bicycles in order to bring recommendations to council at a later date; have the ad hoc committee continue to work with parade boards and public safety staff to develop a plan for future parades and prioritize cleanliness and security.

Vote:

Majority roll call vote (Noes: Councilmembers Friedman, A. Gutierrez, Mayor Rowse)

COMMUNITY DEVELOPMENT DEPARTMENT

19. Subject: Interim Urgency Ordinance Limiting New Hotel Development Pending Completion Of The 2023 Housing Element

Recommendation: That Council adopt, by reading in full and by a four-fifths vote, an Interim Urgency Ordinance of the Council of the City of Santa Barbara Limiting the Development or Use of New Hotel Rooms Pending Adoption of the 2023 Housing Element.

Documents:

- June 28, 2022 report from the Community Development Director.
- PowerPoint presentation prepared and made by staff.

Speakers:

- Staff: City Planner Renee Brooke, Assistant City Attorney Tava Ostrenger
- Members of the Public: Kathy Jenega-Dykes, Max Mironov, Joe Andrulaitis

Discussion:

- Councilmembers questions were answered

Motion:

Councilmembers Friedman/ Sneddon to approve the recommended action.
Vote:
No vote was held on this motion.

Motion:
Motion to direct the Clerk to read the Interim Urgency Ordinance in full.
Vote:
Motion failed (Noes: Councilmembers Jordan, A. Gutierrez, Mayor Rowse.

MAYOR AND COUNCIL REPORTS

20. Subject: Appointments To City Advisory Groups

Recommendation: That Council make appointments to the City's Advisory Groups.

Documents:

- June 28, 2022 Council Agenda Report and any attachments.

Speakers:

- Staff: Deputy City Clerk Niko Lopez, City Clerk Services Manager Sarah Gorman
- Members of the Public: None

Arts Advisory Committee:

Nominees for Access Advisory Committee:
Councilmember Friedman nominated Darrel McNeill

Motion:
Councilmembers Jordan/Sneddon to appoint Darrel McNeill.

Vote:
Unanimous voice vote

Appointments:
Darrel McNeill was appointed to the Arts Advisory Committee for a term expiring December 31, 2025.

Building and Fire Code Board of Appeals

Councilmember Sneddon nominated James Marston, Elizabeth Sorgman

Vote:
Unanimous voice vote

Appointments:

James Marston and Elizabeth Sorgman were appointed to the Building and Fire Code Board of Appeals. All for terms expiring June 30, 2026.

Central Coast Commission for Senior Citizens

Councilmember O. Gutierrez nominated E. Howard Green.

Vote:

Unanimous voice vote

Appointments:

E. Howard Green was appointed to the Central Coast Commission for Senior Citizens for a term expiring June 30, 2024.

Citizen's Oversight Committee

Councilmember Friedman nominated Steve Epstein, Jarrett Gorin, Eric Grossman, Francis Peters.

Motion:

Councilmembers Friedman/Jordan to appoint Steve Epstein as a member of the Business Community, Jarrett Gorin as a qualified elector, Eric Grossman as a qualified elector, and Francis Peters as a qualified elector.

Vote:

Unanimous voice vote

Appointments: Steve Epstein was appointed to the Citizen's Oversight Committee as a member of the business community. Jarrett Gorin, Eric Grossman, and Francis Peters were appointed to the Citizen's Oversight Committee as qualified electors. All for terms expiring June 30, 2026.

Civil Service Commission

No one was appointed.

Community Development and Human Services Committee

Councilmember Jordan nominated Jennifer Lemberger, Robert Permut, Eric Grossman

Vote:

Unanimous voice vote

Appointment:

Jennifer Lemberger was appointed to the Community Development and Human Services Committee as a representative of the Eastside Community, and Robert Permut was appointed to the Community Development and Human Services Committee as a representative of the Senior Community. All for a term expiring June 30, 2026.

Fire and Police Commission

Nominees for Fire and Police Commission:

Councilmember Sneddon nominated Louis Reynaud. Councilmember A. Gutierrez nominated John Thyne.

Vote:

- For Reynaud: Councilmembers Sneddon, Harmon, O. Gutierrez, Jordan, Friedman, Mayor Rowse
- For Thyne: Councilmember A. Gutierrez

Appointments:

Louis Reynaud was appointed to the Fire and Police Commission, for a term expiring December 31, 2022.

Historic Landmarks Commission

Motion:

Councilmembers A. Gutierrez to appoint Cassandra Ensberg.

Vote:

Unanimous voice vote.

Appointment:

Cassandra Ensberg was appointed to the Historic Landmarks Commission for a term expiring June 30, 2026.

Housing Authority Commission

Nominees for Housing Authority Commission:

Councilmember A. Gutierrez nominated Lucille Boss. Kristen Sneddon nominated Esvin Almengore, Mary Fenger, Lucille Boss.

Motion:

Councilmembers Jordan/Friedman to appoint Lucille Boss as a member of the public at-large, Esvin Alemengore as a tenant member, and Mary Fenger as a senior tenant member.

Vote:

Unanimous voice vote.

Appointments:

Lucille Boss was appointed to the Housing Authority Commission as a member of the public at-large. Esvin Alemengore was appointed to the Housing Authority Commission as a tenant member, and Mary Fenger to the Housing Authority Commission as a senior tenant member. All for a term expiring June 30, 2026.

Living Wage Advisory Committee

Nominees for Living Wage Advisory Committee:

Councilmember Jordan nominated Allen Williams. Councilmember Sneddon nominated Sara Kamali.

Motion:

Councilmembers Jordan to appoint Allen Williams as an owner/manager of a business, and Councilmember Sneddon nominated Sara Kamali as public at-large.

Vote:

Unanimous voice vote.

Appointment:

Allen Williams was appointed to the Living Wage Advisory Committee as an owner/manager of a business. Sara Kamali was appointed to the Living Wage Advisory Committee as public at-large. All for terms expiring June 30, 2026.

Measure P Committee

No one was appointed.

Neighborhood Advisory Council

Nominees for Neighborhood Advisory Council:

Councilmember A. Gutierrez nominated Alexandra Brieske and Sarah Rothschild

Motion:

Councilmembers A. Gutierrez/Jordan to appoint Alexandra Brieske as public at-large, Sara Kamali as public at-large, and to authorize the City Clerk to determine term end-dates by lot.

Vote:

Unanimous voice vote.

Appointment:

Alexandra Brieske was appointed to the Neighborhood Advisory Council as public at-large for term expiring December 31, 2023. Sarah Rothschild was appointed to the Neighborhood Advisory Council as public at-large for term expiring December 31, 2025.

Rental Housing Mediation Board

Nominees for Living Rental Housing Mediation Board:

Councilmember A. Gutierrez nominated Teresa Patino. Councilmember Jordan nominated Cindy McCann. Councilmember Sneddon nominated John Beardsmore, Kerry Bentz, and Teresa Patino.

Motion:

Councilmembers Jordan to appoint John Beardsmore, Kerry Bentz, Teresa Patino, and Cindy McCann.

Vote:

Unanimous voice vote.

Appointment:

John Beardsmore, Kerry Bentz, and Teresa Patino were appointed to the Rental Housing Mediation Board as landlords, all with term end dates of December 31, 2023. Cindy McCann was appointed to the Rental Housing Mediation Board as a homeowner, with a term end date of December 31, 2024.

Santa Barbara Youth Council

Nominees for Santa Barbara Youth Council:

Councilmember Jordan nominates Tiago Eckstein, Anastasia Li, Clara Stump, Emie Valle, Rio Valle

Motion:

Councilmembers Jordan to appoint Tiago Eckstein, Anastasia Li, Clara Stump, Emie Valle, Rio Valle, and to authorize the Clerk's Office to move one qualified local private high school candidate to public at-large.

Vote:

Unanimous voice vote.

Appointment:

Tiago Eckstein, Anastasia Li, and Clara Stump were appointed to the Santa Barbara Youth Council as representatives of the Santa Barbara Unified School District. Rio Valle was appointed to the Santa Barbara Youth Council as a representative of a local private high school. Emie Valle was appointed to the Santa Barbara Youth Council as a representative of the public at-large. All with a term end date of June 30, 2024.

Single Family Design Board

Nominees for Santa Barbara Youth Council:
Councilmember Sneddon nominated Lauralee Anderson.

Motion:
Councilmembers Jordan/Friedman to appoint Lauralee Anderson, and to authorize the Clerk's Office to set the term end date to June 30, 2026.

Vote:
Unanimous voice vote.

Appointment:
Lauralee Anderson was appointed to the Single Family Design Board as a licensed architect for a term expiring June 30, 2026.

Transportation and Circulation Committee

Nominees for Transportation and Circulation Committee:
Councilmember Jordan nominated Sarah Siedschlag. Councilmember Friedman nominated Conrad Metzenberg.

Motion:
Councilmembers Jordan/Friedman to appoint Lauralee Anderson, and to authorize the Clerk's Office to set the term end date to June 30, 2026.

Vote:
- For Siedschlag: Councilmembers O. Gutierrez, Jordan, A. Gutierrez, Sneddon, Harmon, Mayor Rowse
- For Metzenberg; Councilmember Friedman

Appointment:
Sarah Siedschlag was appointed to the Transportation and Circulation Committee as a qualified elector for a term expiring December 31, 2024.

Action: Approved the recommendation (June 28, 2022, Council Agenda Report and any attachments).

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

Councilmember Friedman reported on their attendance or made the following comment(s): 1. Attended the Solstice Parade; 2. Police ride-along

Councilmember Sneddon reported on their attendance or made the following comment(s): 1. Attended the Cachuma Operations and Maintenance Board meeting

PUBLIC COMMENT (IF NECESSARY)

ADJOURNMENT

Mayor Rowse adjourned the meeting at 6:35 p.m.

Approved and adopted by the City Council of the City of Santa Barbara on July 19, 2022.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

_____ RANDY ROWSE MAYOR	ATTEST:	_____ SARAH GORMAN CITY CLERK SERVICES MANAGER
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CITY OF SANTA BARBARA CITY COUNCIL MINUTES

SPECIAL MEETING JUNE 21, 2022 COUNCIL CHAMBERS, 735 ANACAPA STREET

CALL TO ORDER

Mayor Randy Rowse called the meeting to order at 10:02 a.m.

PLEDGE OF ALLEGIANCE

Mayor Rowse.

ROLL CALL

Councilmembers present: Eric Friedman, Mike Jordan, Kristen W. Sneddon, Mayor Rowse.

Councilmembers absent: Alejandra Gutierrez, Oscar Gutierrez, Meagan Harmon.

Staff present: Assistant City Attorney René Eyerly, City Attorney Ariel Calonne, Deputy City Clerk Naomi Kovacs.

CLOSED SESSION

1. Subject: Conference With City Attorney – Existing Litigation – Gov. Code §54956.9(d)(1)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (d)(1) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is Jennifer Tomaszewski v. COSB, et al. SBSC Case No. 21CV02185.

Scheduling: Duration, 1 hour; anytime
Report: None anticipated

Document:
- June 21, 2022, report from City Attorney

Time:

- 10:03 a.m. – 10:17 a.m.

No report made.

2. Subject: Public Employee Performance Evaluation -- Government Code Section 54957 (440.05)

Recommendation: That Council hold a closed session for a Public Employee Performance Evaluation per Government Code Section 54957.

Title: City Attorney

Scheduling: Duration, 90 minutes; anytime

Report: None anticipated

Document:

- June 21, 2022, report from Mayor Rowse

Time:

- 10:18 a.m. – 11:11 a.m.

No report made.

ADJOURNMENT

Mayor Rowse adjourned the meeting at 11:11 a.m.

Approved and adopted by the City Council of the City of Santa Barbara on July 19, 2022.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

_____	ATTEST:	_____
RANDY ROWSE		SARAH GORMAN
MAYOR		CITY CLERK SERVICES MANAGER



CITY OF SANTA BARBARA CITY COUNCIL MINUTES

**SPECIAL MEETING
JUNE 28, 2022**

**COUNCIL CHAMBERS AND MAYOR/COUNCIL OFFICE, CITY HALL,
735 ANACAPA STREET**

CALL TO ORDER

Mayor Randy Rowse called the meeting to order at 12:30 p.m.

PLEDGE OF ALLEGIANCE

Mayor Rowse.

ROLL CALL

Councilmembers present: Eric Friedman, Oscar Gutierrez, Meagan Harmon, Mike Jordan, Kristen W. Sneddon, Mayor Rowse.

Councilmembers absent: Alejandra Gutierrez

Staff present: City Administrator Rebecca Bjork, City Attorney Ariel Calonne, Deputy City Clerk Niko Lopez.

CLOSED SESSION

1. Subject: Conference With Labor Negotiator

Recommendation: That Council hold a closed session pursuant to the authority of Government Code Section 54957.6 to consider instructions to City negotiator Wendy Levy, Human Resources Director, Sam Ramirez, Administrative Analyst III, John Doimas, Assistant City Attorney, Keith De Martini, Finance Director, regarding negotiations with, Santa Barbara City Employees' Association (General Bargaining Unit) Local 620 Service Employees' International Union, Service Employees' International Union, Local 620, Treatment and Patrol Bargaining Units, Fire Management Association, Santa Barbara City Firefighters Association, Police Officers Association, Santa Barbara City Supervisory Employees, and Unrepresented Management and Confidential Employees.

Scheduling: Duration, 40 Minutes; anytime

Report: None anticipated

Document:

- June 28, 2022, report from City Administrator

Time:

- 12:40 p.m – 1:20 p.m.

No report made.

2. Subject: Conference With City Attorney -- Existing Litigation – Gov. Code §54956.9(d)(1)

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (d)(1) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is Linda Boicourt v. City of Santa Barbara, SBSC Case 19CV02344.

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

Document:

- June 28, 2022, report from City Attorney

Time:

- 1:24 p.m. – 1:28 p.m.

No report made.

ADJOURNMENT

Mayor Rowse adjourned the meeting at 1:28 p.m.

Approved and adopted by the City Council of the City of Santa Barbara on July 19, 2022.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA
CITY CLERK'S OFFICE

ATTEST: _____

RANDY ROWSE
MAYOR

SARAH GORMAN
CITY CLERK SERVICES MANAGER



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Energy and Climate Division, Sustainability & Resilience Department

SUBJECT: Agreement With Carbon Solutions Group EV, LLC And Acceptance Of Grant Funds For Electric Vehicle Charging Stations (Ordinance Introduction; Resolution; Contract)

RECOMMENDATION: That Council:

- A. Introduce and subsequently adopt, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Authorizing the Sustainability and Resilience Director to Execute an Agreement with Carbon Solutions Group EV, LLC for up to 258 Electric Vehicle Charging Stations;
- B. Authorize the Sustainability & Resilience Director to transfer grant applications from California Electric Vehicle Infrastructure Project to Carbon Solutions Group EV, LLC;
- C. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059, Adopting the Budget for Fiscal Year 2023 for Charging Station Grants and Other Transportation Decarbonization Initiatives.

DISCUSSION:

Background

In September of 2020, Council adopted a goal of carbon neutrality by 2035. Transportation-related emissions account for over 60 percent of the City's overall greenhouse gas emissions. It is, therefore, imperative to reduce vehicle emissions to achieve Council's goal. One of the key strategies to achieving this is encouraging the use of electric vehicles (EVs) and expanding EV charging infrastructure that can be powered by Santa Barbara Clean Energy (SBCE) carbon-free electricity.

In 2020, Governor Newsom issued Executive Order N-79-20 eliminating the sale of internal combustion engine vehicles by 2035. Additionally, City staff are finalizing a draft municipal fleet acquisition policy that will require the purchase of zero emission vehicles when feasible and cost effective for the City. The City's existing 66 EV charging stations

will not be sufficient to meet upcoming demand as the City's fleet, employees, and the community increasingly transition to EVs.

Agreement with Carbon Solutions Group EV, LLC

Staff explored partnerships with several EV charger providers to expand fleet and public EV charging infrastructure at City-owned sites. Carbon Solutions Group EV, LLC (CSG) has extensive experience installing, maintaining, and operating chargers for California municipalities. They were the only provider offering all key services the City preferred, including no-cost installation, multi-location contracts, and extensive capacity to operate and maintain the chargers.

Under the subject agreement, CSG will take over operation, maintenance, and replacement of the City's existing networked chargers. Additionally, CSG will install, operate, and maintain up to 92 new chargers at nine locations. The agreement also allows for the addition of up to 100 more chargers if mutually agreed upon by the City and CSG. When the charging stations are installed and operational, license agreements on the stations will last for ten years. At the end of the license term, the City and CSG have the option to either mutually agree to extend the licenses, sell the chargers to the City, or have CSG remove the chargers.

The installed chargers will be a mix of Level-2 and Direct Current Fast Chargers (DCFCs), which can deliver an 80% charge in about 20 minutes. DCFCs are popular with commuters and visitors and can drive increased patronage to nearby businesses. The proposed charger locations are all city-owned properties that will serve a mix of fleet, employee, and public vehicles (see Attachment). The locations were determined based on anticipated demand, hours of operation, ease of access, safety concerns, and proximity to key sites such as business districts, rental properties, and transportation hubs. Priority was also given to locations serving areas of the City with more rental and multi-unit developments in order to provide increased charging opportunities to residents. Chargers were also sited to fulfill near-term City fleet electrification plans.

BUDGET/FINANCIAL INFORMATION:

Under the terms of the agreement, the installation, operation, and maintenance of the EV charging stations are entirely funded by grants, credits, private investments, and charging fees from users, requiring no upfront or ongoing capital from the City. CSG's operation and maintenance of the chargers will save the City substantial networking and maintenance expenses and staff time.

California Electric Vehicle Infrastructure Project (CALeVIP), a project funded by the California Energy Commission, provides rebates for the installation of chargers. The City has applied for \$470,000 in rebate funding to date and \$174,000 has already been officially reserved, with the remainder on wait lists. Rebates will be awarded to the City upon installation of chargers and will then will be transferred to CSG. By accepting this

grant, the Department will increase revenue and expenditure appropriations by \$470,000 in the Fiscal Year 2023 Sustainability and Resilience Miscellaneous Grants Fund budget. CSG will recoup their private investment through revenue from station charging fees, which, as part of this agreement, have been negotiated to be kept at a competitive rate. They also intend to apply for various EV grant and credit programs as they become available.

Under the terms of the proposed agreement, CSG will provide annual licensing and utilization fees to the City, which are based on the number of stations and the energy usage at each station. Staff estimates that these licensing and utilization fees will generate about \$25,000 in fiscal year 2023, and up to \$100,000 in future years if and when additional charging stations are installed and become operational. By approving this agreement, the Department will increase revenue and expenditure appropriations by \$25,000 in the Fiscal Year 2023 Energy and Climate Management Operating Fund budget. This revenue will be used to implement additional transportation decarbonization programs, consistent with Council's net carbon neutrality goal.

The recommended resolution will: accept grant awards of up to \$470,000 from California Electric Vehicle Infrastructure Project for charging stations; increase revenue appropriations and expenditure appropriations by \$470,000 in the Fiscal Year 2023 Sustainability & Resilience Miscellaneous Grants Fund budget for charging station grants; and increase revenue appropriations and expenditure appropriations by \$25,000 in the Fiscal Year 2023 Energy and Climate Management Operating Fund budget for other transportation decarbonization initiatives.

SUSTAINABILITY IMPACT:

City EV chargers, using 100% carbon-free electricity, help the City meet its carbon neutrality goal by 2035.

ENVIRONMENTAL REVIEW:

This project includes maintenance and minor alterations of existing facilities. It is categorically exempt from CEQA under CEQA Guidelines 15301 (Existing Facilities).

The agreement is on file with the Sustainability & Resilience Department and is available for public review by emailing khoffland@SantaBarbaraCA.gov.

ATTACHMENT: Charger Matrix and Location Map

PREPARED BY: Kristian Hoffland, Energy & Climate Analyst II

SUBMITTED BY: Alelia Parenteau, Acting Sustainability & Resilience Director

APPROVED BY: City Administrator's Office

Agreement With Carbon Solutions Group EV, LLC And Acceptance Of Grant Funds For
Electric Vehicle Charging Stations (Ordinance Introduction; Resolution; Contract)
Attachment
July 19, 2022

Attachment

EV Charger Matrix table:

EV Charger Matrix							
Type	Existing			New			Total
Sector	Fleet	Employee	Public	Fleet	Employee	Public	
Fast Charger (DCFC)	0	0	0	4	0	24	28
Level-2 Charger	20	0	46	6	8	50	130
Total # Chargers	66			92			158
Charging Capacity (kW)	475			2153			2628

EV Charger Location Map



Agreement With Carbon Solutions Group EV, LLC And Acceptance Of Grant Funds For
Electric Vehicle Charging Stations (Ordinance Introduction; Resolution; Contract)
Attachment
July 19, 2022

EV Charger Downtown Location Map



ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY
OF SANTA BARBARA AUTHORIZING THE
SUSTAINABILITY AND RESILIENCE DIRECTOR TO
EXECUTE AN AGREEMENT WITH CARBON
SOLUTIONS GROUP EV, LLC FOR UP TO 258
ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, in September 2020, Council adopted a goal of carbon neutrality by 2035; and

WHEREAS, transportation-related emissions account for approximately 60 percent of the City's overall greenhouse gas emissions; and

WHEREAS, increased adoption and utilization of zero emission vehicles is the one of the most effective strategies to dramatically decrease City greenhouse gas emissions; and

WHEREAS, newly formed Santa Barbara Clean Energy can provide electric vehicle charging stations with carbon free electricity; and

WHEREAS, encouraging the transition from fossil fueled vehicles to carbon free energy zero emission vehicles throughout the community is critical to achieving the greenhouse gas emission reduction goals set forth in the City's Climate Action Plan and the Compact of Mayors, to which the City is a signatory;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 521 of the Charter of the City of Santa Barbara, the agreement for installation, operation, and maintenance of electric vehicle charging stations between the City and Carbon Solutions Group EV, LLC on file with the Sustainability and Resilience Department is approved and the Sustainability and Resilience Director, or a City employee designated by the Director, is authorized to execute the agreement, in a form approved by the City Attorney, on behalf of the City of Santa Barbara.

RESOLUTION NO. ____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SANTA BARBARA AMENDING RESOLUTION NO. 22-059,
ADOPTING THE BUDGET FOR FISCAL YEAR 2023 FOR
CHARGING STATION GRANTS AND OTHER
TRANSPORTATION DECARBONIZATION INITIATIVES

WHEREAS, in accordance with the City Charter, the City Administrator filed with the Council a proposed budget for the fiscal year beginning July 1, 2022;

WHEREAS, the City Council is required to adopt a budget before the beginning of the fiscal year on July 1, 2022;

WHEREAS, the City Charter provides that at any public meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least a majority of the total members of the City Council; and

WHEREAS, this Resolution adopted by City Council shall memorialize that action to amend the budget as provided herein.

NOW, THEREFORE, be it resolved by the Council of the City of Santa Barbara that in accordance with the provisions of Section 1205 of the City Charter, the budget for the fiscal year 2023, as adopted by Resolution No. 22-059, is hereby amended as follows:

1. The Council accepts California Electric Vehicle Infrastructure Project grants totaling \$470,000.
2. The Council approves an increase in revenue appropriations and expenditure appropriations by \$470,000 in the Fiscal Year 2023 Sustainability and Resilience Miscellaneous Grants Fund budget to fund the installation of electric vehicle charging stations.
3. The Council approves an increase in revenue appropriations and expenditure appropriations by \$25,000 in the Fiscal Year 2023 Energy and Climate Management Operating Fund budget to fund additional transportation decarbonization programs.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: 2022-2025 Firefighters' Association Bargaining Unit Memorandum Of Understanding And Amendment Of Resolution No. 22-064, The Position And Salary Control Resolution For Fiscal Year 2023 (Ordinance Introduction; Resolution)

RECOMMENDATION: That Council:

- A. Ratify the Memorandum of Understanding between the City and the Santa Barbara Firefighters' Association by introduction and subsequent adoption of, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Adopting the 2022-2025 Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara City Firefighters' Association; and
- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-064, the Position and Salary Control Resolution for Fiscal Year 2023, Affecting Classifications in the Firefighters' Association, Effective July 30, 2022.

DISCUSSION:

City and Santa Barbara City Fire Association (SBCFA) negotiators have reached a tentative agreement for a new three-year Memorandum of Understanding (MOU), consistent with the authority provided to City negotiators by the City Council. The agreement includes a salary increase of 1.5% for employees in the first year and a salary increase of 3.0% in the second year. The agreement has been ratified by the membership of the Firefighters' Association.

Salary Increases

Under the proposed agreement, employees will receive the following across-the-board salary increases.

Date	Salary Increase
July 30, 2022	1.5%
July 1, 2023	3.0%

In an effort to stay competitive with our comparable agencies, City negotiators have agreed to limited certification pay and longevity pay. These professional certifications are earned through various courses and/or training and bring important elements of training that can benefit the City of Santa Barbara residents and the Central Coast. These new certifications include an increase to Emergency Medical Technician-Defibrillation (EMT-D) pay, and the addition of Urban Search and Rescue (USAR), and Water Rescue professional certification pay.

Other

City negotiators have also agreed to an increase of Holiday hours. Juneteenth is a new Federal Holiday and will be added to the Holiday Schedule along with the Veteran's Day Holiday. The addition of 24 hours is for the Juneteenth and Veteran's Day Holidays.

The City has had an annual voluntary medical exams program for Firefighters since 2017. This program was previously limited based on funding availability. Negotiators have agreed to provide all Fire employees with a voluntary medical examination on an annual basis. This program is intended to ensure that Fire personnel have appropriate levels of health and/or fitness to perform the essential functions of their positions.

BUDGET/FINANCIAL INFORMATION:

The cost of the Firefighter's agreement in Fiscal Year (FY) 2023 is estimated to be \$592,951 to the General Fund and \$80,857 to the enterprise funds, for a total of \$673,808 citywide. The financial impact of this MOU is more than what was assumed in the City Administrator's FY2023 recommended budget and projected in FY2024 and beyond. The FY2023 recommended budget calls for the use of \$1.3 million of General Fund reserves, along with \$1 million of expenditure reduction targets, in order to balance the budget. The impact of this MOU will result in the need to use additional reserves. Staff will incorporate the financial impacts of this MOU into the budget development process for the upcoming FY2024-2025 financial plan.

Council Agenda Report
2022-2025 Firefighters' Association Bargaining Unit Memorandum Of Understanding
And Amendment Of Resolution No. 22-064, The Position And Salary Control Resolution
For Fiscal Year 2023 (Ordinance Introduction; Resolution)
July 19, 2022
Page 3

ATTACHMENTS: 1. Classifications and Salary Ranges
2. Hourly Rate Classes Salary Schedule

PREPARED BY: Sam Ramirez, Labor Relations Manager

SUBMITTED BY: Wendy Levy, Human Resources Director

APPROVED BY: City Administrator's Office

SECTION 2. CLASSIFICATIONS AND SALARY RANGES:

Effective 7/2/2022

Revised 07/26/2022

Council hereby authorizes the following classified and unclassified regular full-time and regular part-time classifications and positions; and the salary ranges therefore for the 2023 fiscal year. Changes to future salaries may be adopted by the City Council by Ordinance as part of a collective bargaining agreement or long-term salary plan.

LEGEND**FLSA-**

N = Non-Exempt under provisions of Fair Labor Standards Act (FLSA)

E = Exempt under provisions of Fair Labor Standards Act (FLSA)

7 = 7K Exemption under provisions of Fair Labor Standards Act (FLSA)

UNIT-

01 = Executive Management

02 = Managers

04 = Supervisors

05 = Confidential Supervisors

14 = General Unit

16 = Confidential

19 = Treatment & Patrol

21 = Police Chief

22 = Police Deputy Chief

23 = Police Management Association

24 = Police Sworn

29 = Police Non-Sworn

REVISION HISTORY

Resolution # TBD = Fire COLA, effective 07/30/2022

SERVICE STATUS

A = Appointed Employees

C = Classified

U = Unclassified

CONFIDENTIAL

* = Positions in this classification are designated as confidential and receive an additional 2.5%

Classification Title	FLSA	Service Status	Unit	Job Class	Monthly					Biweekly					Hourly				
					Step I	Step 2	Step 3	Step 4	Step 5	Step I	Step 2	Step 3	Step 4	Step 5	Step I	Step 2	Step 3	Step 4	Step 5
CONFIDENTIAL																			
Accounting Assistant*	N	U	16	6000	4,765.17	5,003.42	5,253.60	5,516.29	5,792.09	2,199.31	2,309.27	2,424.74	2,545.98	2,673.27	27.4914	28.8659	30.3092	31.8247	33.4159
Accounting Technician*	N	U	16	6004	5,008.86	5,259.28	5,522.27	5,798.39	6,088.31	2,311.78	2,427.36	2,548.74	2,676.18	2,809.99	28.8973	30.3420	31.8592	33.4522	35.1249
Administrative Analyst I*	N	U	16	6001	6,823.96	7,165.15	7,523.40	7,899.60	8,294.56	3,149.52	3,306.99	3,472.34	3,645.97	3,828.26	39.3690	41.3374	43.4043	45.5746	47.8532
Administrative Analyst II*	E	U	16	6003	7,807.58	8,197.97	8,607.86	9,038.25	9,490.22	3,603.50	3,783.68	3,972.86	4,171.50	4,380.10	45.0438	47.2960	49.6607	52.1438	54.7512
Administrative Analyst III*	E	U	16	6002	8,456.18	8,879.00	9,322.95	9,789.09	10,278.54	3,902.85	4,098.00	4,302.90	4,518.04	4,743.94	48.7856	51.2250	53.7862	56.4755	59.2993
Administrative Assistant*	N	U	16	6028	5,589.74	5,869.20	6,162.69	6,470.84	6,794.36	2,579.88	2,708.86	2,844.32	2,986.54	3,135.86	32.2485	33.8607	35.5540	37.3317	39.1982
Administrative Assistant to Mayor/Council*	N	U	16	6029	5,869.22	6,162.65	6,470.82	6,794.36	7,134.08	2,708.87	2,844.30	2,986.53	3,135.86	3,292.65	33.8609	35.5538	37.3316	39.1983	41.1581
Administrative Specialist*	N	U	16	6024	4,185.61	4,394.87	4,614.61	4,845.36	5,087.62	1,931.82	2,028.40	2,129.82	2,236.32	2,348.13	24.1477	25.3550	26.6228	27.9540	29.3516
Applications Administrator*	E	U	16	6019	7,764.60	8,152.84	8,560.44	8,988.50	9,437.89	3,583.66	3,762.85	3,950.97	4,148.54	4,355.95	44.7957	47.0356	49.3871	51.8567	54.4494
Applications Analyst*	E	U	16	6006	7,059.37	7,412.32	7,782.97	8,172.10	8,580.72	3,258.17	3,421.07	3,592.14	3,771.74	3,960.33	40.7271	42.7634	44.9018	47.1468	49.5041
City Attorney Investigator I*	E	U	16	6026	7,233.37	7,595.06	7,974.83	8,373.54	8,792.23	3,338.48	3,505.41	3,680.69	3,864.71	4,057.95	41.7310	43.8176	46.0086	48.3089	50.7244
City Attorney Investigator II*	E	U	16	6036	8,263.10	8,676.24	9,110.08	9,565.57	10,043.80	3,813.74	4,004.42	4,204.65	4,414.88	4,635.60	47.6717	50.0553	52.5581	55.1860	57.9450
City Attorney Investigator III*	E	U	16	6037	8,951.89	9,399.48	9,869.45	10,362.93	10,881.00	4,131.64	4,338.22	4,555.13	4,782.89	5,022.00	51.6455	54.2277	56.9391	59.7861	62.7750
Finance Analyst I*	E	U	16	6009	6,823.96	7,165.15	7,523.40	7,899.60	8,294.56	3,149.52	3,306.99	3,472.34	3,645.97	3,828.26	39.3690	41.3374	43.4043	45.5746	47.8532
Finance Analyst II*	E	U	16	6027	7,807.58	8,197.97	8,607.86	9,038.25	9,490.22	3,603.50	3,783.68	3,972.86	4,171.50	4,380.10	45.0438	47.2960	49.6607	52.1438	54.7512
Human Resources Analyst I*	E	U	16	6014	6,823.96	7,165.15	7,523.40	7,899.60	8,294.56	3,149.52	3,306.99	3,472.34	3,645.97	3,828.26	39.3690	41.3374	43.4043	45.5746	47.8532
Human Resources Analyst II*	E	U	16	6015	7,807.58	8,197.97	8,607.86	9,038.25	9,490.22	3,603.50	3,783.68	3,972.86	4,171.50	4,380.10	45.0438	47.2960	49.6607	52.1438	54.7512
Human Resources Assistant*	N	U	16	6016	5,589.74	5,869.20	6,162.69	6,470.84	6,794.36	2,579.88	2,708.86	2,844.32	2,986.54	3,135.86	32.2485	33.8607	35.5540	37.3317	39.1982
Human Resources Technician*	N	U	16	6017	5,759.56	6,047.51	6,349.89	6,667.40	7,000.76	2,658.26	2,791.16	2,930.72	3,077.26	3,231.12	33.2282	34.8895	36.6340	38.4658	40.3890
Law Clerk*	N	U	16	6008	5,357.45	5,625.34	5,906.57	6,201.93	6,512.03	2,472.67	2,596.31	2,726.11	2,862.43	3,005.55	30.9084	32.4539	34.0764	35.7804	37.5694
Law Practice Administrator*	E	U	16	6033	8,456.18	8,879.00	9,322.95	9,789.09	10,278.54	3,902.85	4,098.00	4,302.90	4,518.04	4,743.94	48.7856	51.2250	53.7862	56.4755	59.2993
Legal Administrative Assistant I*	N	U	16	6010	4,589.98	4,819.51	5,060.51	5,313.47	5,579.19	2,118.45	2,224.39	2,335.62	2,452.37	2,575.01	26.4806	27.8049	29.1952	30.6546	32.1876
Legal Administrative Assistant II*	N	U	16	6011	5,547.77	5,825.19	6,116.46	6,422.26	6,743.40	2,560.51	2,688.55	2,822.98	2,964.12	3,112.34	32.0064	33.6069	35.2872	37.0515	38.9042
Litigation Paralegal I*	N	U	16	6012	5,659.62	5,942.56	6,239.70	6,551.72	6,879.30	2,612.13	2,742.72	2,879.86	3,023.87	3,175.06	32.6516	34.2840	35.9982	37.7984	39.6882
Litigation Paralegal II*	N	U	16	6034	6,310.48	6,626.04	6,957.32	7,305.18	7,670.41	2,912.53	3,058.17	3,211.07	3,371.62	3,540.19	36.4066	38.2271	40.1384	42.1453	44.2524
Litigation Paralegal III*	N	U	16	6035	6,961.37	7,309.42	7,674.90	8,058.66	8,461.53	3,212.94	3,373.58	3,542.26	3,719.38	3,905.32	40.1617	42.1698	44.2782	46.4922	48.8165
Office Specialist II*	N	U	16	6013	3,807.20	3,997.54	4,197.40	4,407.26	4,627.61	1,757.17	1,845.02	1,937.26	2,034.12	2,135.82	21.9646	23.0627	24.2157	25.4265	26.6978
Principal Human Resources Analyst*	E	U	16	6032	9,159.30	9,652.78	10,146.24	10,639.72	11,133.18	4,227.37	4,455.13	4,682.88	4,910.64	5,138.39	52.8421	55.6891	58.5360	61.3830	64.2299
Risk Analyst I*	E	U	16	6020	6,823.96	7,165.15	7,523.40	7,899.60	8,294.56	3,149.52	3,306.99	3,472.34	3,645.97	3,828.26	39.3690	41.3374	43.4043	45.5746	47.8532
Risk Analyst II*	E	U	16	6021	7,807.58	8,197.97	8,607.86	9,038.25	9,490.22	3,603.50	3,783.68	3,972.86	4,171.50	4,380.10	45.0438	47.2960	49.6607	52.1438	54.7512
Risk Assistant*	N	U	16	6025	5,161.02	5,419.05	5,690.04	5,974.52	6,273.26	2,382.01	2,501.10	2,626.17	2,757.47	2,895.35	29.7751	31.2638	32.8271	34.4684	36.1919
Risk Technician*	N	U	16	6030	5,759.56	6,047.51	6,349.89	6,667.40	7,000.76	2,658.26	2,791.16	2,930.72	3,077.26	3,231.12	33.2282	34.8895	36.6340	38.4658	40.3890
Senior Human Resources Analyst*	E	U	16	6018	8,456.18	8,879.00	9,322.95	9,789.09	10,278.54	3,902.85	4,098.00	4,302.90	4,518.04	4,743.94	48.7856	51.2250	53.7862	56.4755	59.2993

Classification Title	FLSA	Service Status	Unit	Job Class	Monthly					Biweekly					Hourly				
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Community Engagement Officer/PIO	E	U	02	0264	9,075.26				11,031.06	4,188.58				5,091.26	52.3572				63.6407
Creeks Restoration/Clean Water Manager	E	U	02	0212	9,734.36				11,832.15	4,492.78				5,460.99	56.1598				68.2624
Cross Functional Team Manager	E	U	02	0266	11,169.30				13,576.33	5,155.06				6,266.00	64.4382				78.3250
Downtown Plaza & Parking Manager	E	U	02	0258	9,656.08				11,737.05	4,456.65				5,417.10	55.7081				67.7138
Economic Development Manager	E	U	02	0260	12,803.16				15,562.34	5,909.15				7,182.62	73.8644				89.7827
Emergency Services Manager	E	U	02	0215	8,453.68				10,275.48	3,901.70				4,742.53	48.7712				59.2816
Energy and Climate Program Manager	E	U	02	0262	9,350.94				11,366.14	4,315.82				5,245.91	53.9478				65.5739
Environmental Services Manager	E	U	02	0217	9,350.94				11,366.14	4,315.82				5,245.91	53.9478				65.5739
Facilities Manager	E	U	02	0218	10,130.60				12,313.82	4,675.66				5,683.30	58.4457				71.0412
Finance and Treasury Manager	E	U	02	0255	11,054.68				13,437.08	5,102.16				6,201.73	63.7770				77.5216
Fire Business Manager	E	U	02	0254	9,075.26				11,031.06	4,188.58				5,091.26	52.3572				63.6407
Fire Operations Division Chief	E	U	32	3200	13,457.93				16,358.20	6,211.35				7,549.94	77.6419				94.3742
Fleet Services Manager	E	U	02	0219	8,747.87				10,633.09	4,037.48				4,907.58	50.4685				61.3447
General Services Manager	E	U	02	0220	9,603.43				11,673.07	4,432.35				5,387.57	55.4044				67.3446
Harbor Operations Manager	E	U	02	0222	9,656.08				11,737.05	4,456.65				5,417.10	55.7081				67.7138
Housing & Human Services Manager	E	U	02	0257	9,734.36				11,832.15	4,492.78				5,460.99	56.1598				68.2624
Human Resources Manager	E	U	02	0223	10,836.32				13,171.64	5,001.38				6,079.22	62.5173				75.9903
Information Technology Manager	E	U	02	0214	10,836.32				13,171.64	5,001.38				6,079.22	62.5173				75.9903
Labor Relations Manager	E	U	02	0267	9,829.15				11,947.46	4,536.53				5,514.21	56.7066				68.9276
Library Services Manager	E	U	02	0224	8,807.72				10,705.85	4,065.10				4,941.16	50.8137				61.7645
Parks & Recreation Business Manager	E	U	02	0226	9,350.94				11,366.14	4,315.82				5,245.91	53.9478				65.5739
Parks Manager	E	U	02	0227	8,994.57				10,932.96	4,151.34				5,045.98	51.8917				63.0747
Police Business Manager	E	U	02	0229	9,075.26				11,031.06	4,188.58				5,091.26	52.3572				63.6407
Police Information Technology Manager	E	U	02	0228	9,539.36				11,595.20	4,402.78				5,351.63	55.0348				66.8954
Police Records Manager	E	U	02	0230	7,830.51				9,363.29	3,614.08				4,321.52	45.1760				54.0190
Principal Engineer	E	U	02	0231	10,638.88				12,931.66	4,910.25				5,968.46	61.3781				74.6057
Principal Planner	E	U	02	0232	9,734.36				11,832.15	4,492.78				5,460.99	56.1598				68.2624
Principal Project Manager	E	U	02	0256	10,638.88				12,931.66	4,910.25				5,968.46	61.3781				74.6057
Principal Traffic Engineer	E	U	02	0252	10,638.88				12,931.66	4,910.25				5,968.46	61.3781				74.6057
Public Safety Communications Manager	E	U	02	0245	9,911.87				12,048.05	4,574.71				5,560.64	57.1839				69.5080
Public Works Business Manager	E	U	02	0234	9,927.71				12,067.19	4,582.02				5,569.47	57.2752				69.6184
Public Works Manager	E	U	02	0268	11,169.30				13,576.33	5,155.06				6,266.00	64.4382				78.3250
Recreation Programs Manager	E	U	02	0235	8,994.57				10,932.96	4,151.34				5,045.98	51.8917				63.0747
Risk Manager	E	U	02	0236	9,472.49				11,513.91	4,371.92				5,314.11	54.6490				66.4264
Senior Assistant to the City Administrator	E	U	02	0248	10,007.57				12,164.32	4,618.88				5,614.30	57.7360				70.1787
State Street Master Planner	E	U	02	0285	11,196.86				13,609.85	5,167.78				6,281.47	64.5972				78.5184
Streets Operations & Infrastructure Manager	E	U	02	0251	11,169.30				13,576.33	5,155.06				6,266.00	64.4382				78.3250
Transportation Planning & Parking Manager	E	U	02	0250	10,638.88				12,931.66	4,910.25				5,968.46	61.3781				74.6057
Wastewater System Manager	E	U	02	0240	12,050.89				14,647.95	5,561.95				6,760.59	69.5244				84.5074
Water Resources Manager	E	U	02	0242	13,857.00				16,843.32	6,395.54				7,773.84	79.9442				97.1730
Water Services Manager	E	U	02	0263	12,050.89				14,647.95	5,561.95				6,760.59	69.5244				84.5074
Water System Manager	E	U	02	0241	12,050.89				14,647.95	5,561.95				6,760.59	69.5244				84.5074
Waterfront Business Manager	E	U	02	0244	9,927.71				12,067.19	4,582.02				5,569.47	57.2752				69.6184
Waterfront Facilities Manager	E	U	02	0243	9,624.07				11,698.14	4,441.88				5,399.14	55.5235				67.4892
MANAGEMENT/APPOINTED																			
City Administrator/Clerk/Treasurer	E	U	01	0107	23,573.10				28,523.45	10,879.89				13,164.66	135.9986				164.5583
City Attorney	E	U	01	0108	23,477.98				28,408.36	10,835.99				13,111.56	135.4500				163.8945
MANAGEMENT/EXECUTIVE																			
Administrative Services Director	E	U	01	0100	13,520.30				16,434.08	6,240.14				7,584.96	78.0018				94.8120
Airport Director	E	U	01	0102	15,117.74				18,375.74	6,977.42				8,481.11	87.2177				106.0139
Assistant City Administrator	E	U	01	0101	16,016.50				19,468.22	7,392.23				8,985.33	92.4029				112.3166
Community Development Director	E	U	01	0109	14,359.06				17,453.56	6,627.26				8,055.49	82.8407				100.6936
Finance Director	E	U	01	0111	14,216.89				17,280.75	6,561.64				7,975.73	82.0205				99.6966

Classification Title	FLSA	Service Status	Unit	Job Class	Monthly					Biweekly					Hourly				
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Chief	E	U	31	3100	15,321.30				18,623.17	7,071.37				8,595.31	88.3921				107.4414
Human Resources Director	E	U	01	0118	13,632.97				16,571.04	6,292.14				7,648.17	78.6518				95.6021
Information Technology Director	E	U	01	0119	13,771.36				16,739.19	6,356.01				7,725.78	79.4501				96.5722
Library Director	E	U	01	0112	13,741.74				16,703.25	6,342.34				7,709.19	79.2793				96.3649
Parks & Recreation Director	E	U	01	0113	13,771.36				16,739.19	6,356.01				7,725.78	79.4501				96.5722
Police Chief	E	U	21	2100	17,825.84				21,667.45	8,227.31				10,000.36	102.8414				125.0045
Public Works Director	E	U	01	0114	15,519.47				18,864.04	7,162.83				8,706.48	89.5354				108.8310
Sustainability & Resilience Director	E	U	01	0120	13,632.97				16,571.04	6,292.14				7,648.17	78.6518				95.6021
Waterfront Director/Harbormaster	E	U	01	0115	12,996.17				15,796.95	5,998.23				7,290.90	74.9779				91.1363
MANAGEMENT/FIRE																			
Fire Battalion Chief	E	C	33	3300	11,456.21				13,925.12	5,287.48				6,426.98	47.2096				57.3838
Fire Battalion Chief 40 HR	E	C	33	3301	11,456.21				13,925.12	5,287.48				6,426.98	66.0935				80.3373
Fire Battalion Chief / Fire Marshal	E	C	33	3303	11,456.21				13,925.12	5,287.48				6,426.98	66.0935				80.3373
MANAGEMENT/POLICE																			
Police Commander	E	C	23	2302	14,401.83				17,505.56	6,647.00				8,079.49	83.0875				100.9936
Police Lieutenant	E	C	23	2301	12,338.73				14,997.82	5,694.80				6,922.07	71.1850				86.5259
MAYOR/CITY COUNCIL																			
City Councilmember	E			0001					4,671.33					2,156.00					
Mayor	E			0002					5,839.17					2,695.00					
POLICE																			
Identification Technician	N	C	29	2901	6,547.84	6,875.22	7,218.99	7,579.93	7,958.93	3,022.08	3,173.18	3,331.84	3,498.43	3,673.35	37.7760	39.6648	41.6480	43.7304	45.9169
Parking Enforcement Officer	N	C	29	2902	4,349.87	4,567.38	4,795.74	5,035.55	5,287.30	2,007.63	2,108.02	2,213.42	2,324.10	2,440.29	25.0954	26.3503	27.6677	29.0513	30.5036
Police Officer Range A	7	C	24	2400	7,490.04	7,864.52	8,257.82	8,670.63	9,104.20	3,456.94	3,629.78	3,811.30	4,001.83	4,201.94	43.2118	45.3723	47.6412	50.0229	52.5242
Police Officer Range B	7	C	24	2400	7,639.85	8,021.82	8,422.96	8,844.05	9,286.29	3,526.08	3,702.38	3,887.52	4,081.87	4,285.98	44.0760	46.2797	48.5940	51.0234	53.5747
Police Officer Range C	7	C	24	2400	7,789.65	8,179.12	8,588.10	9,017.47	9,468.38	3,595.22	3,774.98	3,963.74	4,161.91	4,370.02	44.9403	47.1872	49.5468	52.0238	54.6252
Police Officer Range D	7	C	24	2400	7,939.45	8,336.40	8,753.29	9,190.87	9,650.46	3,664.36	3,847.57	4,039.98	4,241.94	4,454.06	45.8045	48.0946	50.4997	53.0243	55.6757
Police Officer - Entry	7	C	29	2903	7,090.18	7,444.71	7,816.94	8,207.81	8,618.16	3,272.39	3,436.02	3,607.82	3,788.22	3,977.61	40.9049	42.9502	45.0977	47.3527	49.7201
Police Property/Evidence Assistant	N	C	29	2905	4,618.14	4,849.07	5,091.58	5,346.12	5,613.40	2,131.45	2,238.03	2,349.96	2,467.44	2,590.80	26.6431	27.9754	29.3745	30.8430	32.3850
Police Property/Evidence Technician	N	C	29	2906	5,444.40	5,716.64	6,002.45	6,302.60	6,617.72	2,512.80	2,638.45	2,770.36	2,908.89	3,054.33	31.4100	32.9806	34.6295	36.3611	38.1791
Police Range/Equipment Technician	N	C	29	2917	6,089.50	6,393.96	6,713.66	7,049.34	7,401.81	2,810.54	2,951.06	3,098.61	3,253.54	3,416.22	35.1317	36.8883	38.7326	40.6693	42.7027
Police Records Specialist	N	C	29	2904	3,996.24	4,196.08	4,405.83	4,626.14	4,857.43	1,844.42	1,936.65	2,033.46	2,135.14	2,241.89	23.0553	24.2081	25.4183	26.6893	28.0236
Police Records Supervisor	N	C	29	2914	5,444.40	5,716.64	6,002.45	6,302.60	6,617.72	2,512.80	2,638.45	2,770.36	2,908.89	3,054.33	31.4100	32.9806	34.6295	36.3611	38.1791
Police Sergeant	7	C	24	2401	9,659.46	10,142.41	10,649.56	11,182.04	11,741.15	4,458.21	4,681.11	4,915.18	5,160.94	5,418.99	55.7276	58.5139	61.4397	64.5117	67.7374
Police Services Coordinator	N	C	29	2916	4,806.21	5,046.47	5,298.82	5,563.74	5,841.90	2,218.25	2,329.14	2,445.61	2,567.88	2,696.26	27.7281	29.1142	30.5701	32.0985	33.7033
Police Services Specialist	N	C	29	2915	4,117.66	4,323.50	4,539.71	4,766.67	5,005.02	1,900.46	1,995.46	2,095.25	2,200.00	2,310.01	23.7557	24.9433	26.1906	27.5000	28.8751
Police Technician	N	C	29	2909	4,349.87	4,567.38	4,795.74	5,035.55	5,287.30	2,007.63	2,108.02	2,213.42	2,324.10	2,440.29	25.0954	26.3503	27.6677	29.0513	30.5036
Public Safety Dispatcher I	N	U	29	2910	5,182.04	5,441.09	5,713.20	5,998.83	6,298.74	2,391.71	2,511.27	2,636.86	2,768.69	2,907.11	29.8964	31.3909	32.9607	34.6086	36.3389
Public Safety Dispatcher II	N	C	29	2911	5,446.52	5,718.81	6,004.77	6,305.04	6,620.29	2,513.78	2,639.45	2,771.43	2,910.02	3,055.52	31.4223	32.9931	34.6429	36.3752	38.1940
Public Safety Dispatcher III	N	C	29	2912	6,018.35	6,319.32	6,635.29	6,967.00	7,315.38	2,777.70	2,916.61	3,062.44	3,215.54	3,376.33	34.7213	36.4576	38.2805	40.1943	42.2041
Public Safety Dispatch Supervisor	N	C	29	2913	7,342.08	7,709.13	8,094.62	8,499.36	8,924.31	3,388.65	3,558.06	3,735.98	3,922.78	4,118.91	42.3581	44.4758	46.6998	49.0348	51.4864
SUPERVISOR																			
Accounting Supervisor	E	U	04	4064	8,423.11				10,238.37	3,887.59				4,725.40	48.5949				59.0675
Administrative Supervisor	E	U	04	4001	6,233.63				7,576.96	2,877.06				3,497.06	35.9632				43.7133
Administrative/Clerical Supervisor	E	U	04	4000	5,641.81				6,857.63	2,603.91				3,165.06	32.5489				39.5633
Airport Business Development Supervisor	E	U	04	4067	7,353.19				8,937.89	3,393.78				4,125.18	42.4223				51.5647
Airport Maintenance Supervisor	E	U	04	4003	6,871.84				8,352.80	3,171.62				3,855.14	39.6453				48.1892
Airport Operations Supervisor	E	U	04	4004	6,871.84				8,352.80	3,171.62				3,855.14	39.6453				48.1892
Airport Patrol Supervisor	E	U	04	4005	9,181.66				11,160.35	4,237.69				5,150.93	52.9711				64.3866
Billing Supervisor	E	U	04	4008	6,552.39				7,964.47	3,024.18				3,675.91	37.8023				45.9489

Classification Title	FLSA	Service Status	Unit	Job Class	Monthly					Biweekly					Hourly				
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Building and Safety Supervisor	E	U	04	4009	9,552.36				11,610.99	4,408.78				5,358.92	55.1098				66.9865
Capital Projects Supervisor	E	U	04	4073	8,213.42				9,983.46	3,790.81				4,607.75	47.3851				57.5969
City TV Production Supervisor	E	U	04	4022	7,624.80				9,267.98	3,519.14				4,277.53	43.9892				53.4691
Creeks Supervisor	E	U	04	4023	8,534.72				10,374.00	3,939.10				4,788.00	49.2387				59.8500
Custodial Supervisor	E	U	04	4014	5,315.51				6,461.04	2,453.31				2,982.02	30.6664				37.2753
Electronics/Communication Supervisor	E	U	04	4016	7,304.42				8,878.61	3,371.27				4,097.82	42.1409				51.2228
Environmental Services Supervisor	E	U	04	4017	8,039.09				9,771.56	3,710.35				4,509.95	46.3794				56.3744
Facilities Maintenance Superintendent	E	U	04	4018	8,882.34				10,796.54	4,099.54				4,983.02	51.2443				62.2878
Facilities Maintenance Supervisor	E	U	04	4019	6,956.60				8,455.83	3,210.74				3,902.69	40.1342				48.7836
Finance Supervisor	E	U	04	4020	8,423.11				10,238.37	3,887.59				4,725.40	48.5949				59.0675
Fleet Services Supervisor	E	U	04	4007	7,167.85				8,712.56	3,308.24				4,021.18	41.3530				50.2647
Harbor Patrol Supervisor	E	U	04	4024	8,851.57				10,759.17	4,085.34				4,965.77	51.0668				62.0721
Information Technology Supervisor	E	U	04	4027	9,483.85				11,527.66	4,377.16				5,320.46	54.7145				66.5057
Laboratory Supervisor	E	U	04	4028	9,027.18				10,972.61	4,166.39				5,064.28	52.0799				63.3035
Library Circulation Supervisor	E	U	04	4029	5,333.38				6,482.73	2,461.56				2,992.03	30.7695				37.4004
Maintenance Supervisor I	E	U	04	4030	6,173.46				7,503.88	2,849.29				3,463.33	35.6161				43.2916
Maintenance Supervisor II	E	U	04	4031	6,787.08				8,249.76	3,132.50				3,807.58	39.1562				47.5947
Marketing Supervisor	E	U	04	4070	7,214.48				8,769.30	3,329.76				4,047.37	41.6220				50.5921
Neighborhood & Outreach Services Supervisor I	E	U	04	4032	6,400.55				7,779.94	2,954.10				3,590.74	36.9263				44.8842
Parking Supervisor	E	U	04	4034	6,795.32				8,259.77	3,136.30				3,812.20	39.2037				47.6525
Parking/TMP Superintendent	E	U	04	4035	8,796.65				10,692.39	4,059.99				4,934.95	50.7499				61.6869
Parks Superintendent	E	U	04	4068	7,164.00				8,707.88	3,306.46				4,019.02	41.3308				50.2377
Parks Supervisor	E	U	04	4033	6,202.60				7,539.31	2,862.74				3,479.68	35.7843				43.4960
Purchasing Supervisor	E	U	04	4036	7,300.69				8,874.06	3,369.55				4,095.72	42.1194				51.1965
Recreation Supervisor I	E	U	04	4037	6,349.29				7,717.60	2,930.44				3,561.97	36.6305				44.5246
Rental Housing Mediation Supervisor	E	U	04	4074	7,882.66				9,581.43	3,638.15				4,422.20	45.4769				55.2775
Senior Librarian	E	U	04	4038	6,750.92				8,205.77	3,115.81				3,787.28	38.9476				47.3410
Senior Planner I	E	U	04	4039	8,213.40				9,983.46	3,790.80				4,607.75	47.3850				57.5969
Senior Planner II	E	U	04	4040	8,633.43				10,493.99	3,984.66				4,843.38	49.8083				60.5423
Senior Recreation Supervisor	E	U	04	4041	7,374.06				8,963.20	3,403.41				4,136.86	42.5426				51.7108
Street Tree Supervisor	E	U	04	4042	6,202.60				7,539.31	2,862.74				3,479.68	35.7843				43.4960
Supervising Engineer	E	U	04	4043	9,290.93				11,293.21	4,288.12				5,212.25	53.6015				65.1531
Supervising Librarian	E	U	04	4044	7,421.98				9,021.42	3,425.53				4,163.73	42.8191				52.0466
Supervising Park Ranger	E	U	04	4075	6,546.30				7,957.04	3,021.37				3,672.48	37.7671				45.9060
Supervising Transportation Engineer	E	U	04	4047	9,379.76				11,401.17	4,329.12				5,262.08	54.1140				65.7760
Supervising Transportation Planner	E	U	04	4046	8,534.72				10,374.00	3,939.10				4,788.00	49.2387				59.8500
Treatment Plant Technician Supervisor	E	U	04	4049	9,027.18				10,972.61	4,166.39				5,064.28	52.0799				63.3035
Urban Forest Superintendent	E	U	04	4050	7,888.25				9,588.17	3,640.73				4,425.31	45.5091				55.3164
Wastewater Collection System Superintendent	E	U	04	4053	10,564.28				12,840.99	4,875.82				5,926.61	60.9477				74.0826
Wastewater Collection System Supervisor	E	U	04	4052	8,321.67				10,115.04	3,840.77				4,668.48	48.0096				58.3560
Wastewater Treatment Superintendent	E	U	04	4054	10,564.28				12,840.99	4,875.82				5,926.61	60.9477				74.0826
Wastewater Treatment Supervisor	E	U	04	4055	8,861.84				10,771.65	4,090.08				4,971.53	51.1260				62.1441
Water Distribution Superintendent	E	U	04	4059	10,564.28				12,840.99	4,875.82				5,926.61	60.9477				74.0826
Water Distribution Supervisor	E	U	04	4060	9,027.18				10,972.61	4,166.39				5,064.28	52.0799				63.3035
Water Quality Superintendent	E	U	04	4069	10,564.28				12,840.99	4,875.82				5,926.61	60.9477				74.0826
Water Service Superintendent	E	U	04	4072	10,564.28				12,840.99	4,875.82				5,926.61	60.9477				74.0826
Water Services Supervisor	E	U	04	4071	8,861.84				10,771.65	4,090.08				4,971.53	51.1260				62.1441
Water Treatment Superintendent	E	U	04	4057	10,564.28				12,840.99	4,875.82				5,926.61	60.9477				74.0826
Water Treatment Supervisor	E	U	04	4058	9,027.18				10,972.61	4,166.39				5,064.28	52.0799				63.3035
Waterfront Maintenance Superintendent	E	U	04	4062	7,805.14				9,487.23	3,602.37				4,378.72	45.0296				54.7340
Waterfront Parking Supervisor	E	U	04	4061	7,126.45				8,662.25	3,289.13				3,997.96	41.1141				49.9745
SUPERVISOR/CONFIDENTIAL																			
Administrator's Office Supervisor*	E	U	05	5000	7,507.28				9,125.20	3,464.90				4,211.63	43.3113				52.6454
Administrative Supervisor*	E	U	05	5004	6,233.63				7,576.96	2,877.06				3,497.06	35.9632				43.7133
Information Technology Supervisor*	E	U	05	5001	9,625.09				11,699.33	4,442.35				5,399.69	55.5294				67.4961

Classification Title	FLSA	Service Status	Unit	Job Class	Monthly					Biweekly					Hourly				
					Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Water Distribution Operator/Emergency Services	N	C	19	1950	5,924.90	6,221.15	6,532.18	6,858.80	7,201.72	2,734.57	2,871.30	3,014.85	3,165.60	3,323.87	34.1821	35.8913	37.6856	39.5700	41.5484
Water Distribution Project Coordinator	N	C	19	1956	6,551.59	6,879.17	7,223.10	7,584.27	7,963.50	3,023.81	3,175.00	3,333.74	3,500.43	3,675.46	37.7976	39.6875	41.6718	43.7554	45.9432
Water Meter Technician I	N	C	19	1960	4,766.13	5,004.46	5,254.71	5,517.42	5,793.26	2,199.75	2,309.75	2,425.25	2,546.50	2,673.81	27.4969	28.8719	30.3156	31.8312	33.4226
Water Meter Technician II	N	C	19	1961	5,392.86	5,662.50	5,945.64	6,242.90	6,555.03	2,489.01	2,613.46	2,744.14	2,881.34	3,025.40	31.1126	32.6682	34.3017	36.0167	37.8175
Water Treatment Chief Operator	N	C	19	1940	7,888.01	8,282.43	8,696.59	9,131.42	9,587.93	3,640.62	3,822.66	4,013.81	4,214.50	4,425.20	45.5078	47.7833	50.1726	52.6812	55.3150
Water Treatment Plant OIT	N	U	19	1942	4,915.67	5,161.39	5,419.51	5,690.47	5,975.02	2,268.77	2,382.18	2,501.31	2,626.37	2,757.70	28.3596	29.7772	31.2664	32.8296	34.4712
Water Treatment Plant Operator II	N	C	19	1944	6,183.84	6,493.02	6,817.70	7,158.58	7,516.51	2,854.08	2,996.78	3,146.63	3,303.96	3,469.16	35.6760	37.4597	39.3329	41.2995	43.3645
Water Treatment Plant Operator III	N	C	19	1946	6,861.83	7,204.95	7,565.18	7,943.41	8,340.58	3,167.00	3,325.36	3,491.62	3,666.19	3,849.50	39.5875	41.5670	43.6452	45.8274	48.1188
Water/Wastewater Maintenance Planner/Scheduler	N	C	19	1951	7,166.16	7,524.47	7,900.66	8,295.76	8,710.48	3,307.46	3,472.83	3,646.46	3,828.81	4,020.22	41.3433	43.4104	45.5808	47.8601	50.2528

Subsection 2(a). The salaries of employees holding classifications or positions which are reclassified downward or for which the salary is adjusted as a result of salary surveys or other studies conducted by the City may be "Y" rated. When "Y" rated, the employee's salary shall be maintained at its current salary level until the salary applicable to the appropriate step in the employee's assigned classification is increased to equal the employee's current salary level. Thereafter, the employee's salary shall no longer be "Y" rated. As used herein, the term "current salary level" shall mean the salary which the employee was receiving at the time the salary for his assigned classification was reduced.

Subsection 2(b). As provided by Municipal Code Section 3.04.161, regular part-time employees working in the classifications contained herein shall serve in the unclassified service. Regular part-time employees shall be paid on an hourly basis the salaries provided herein for the appropriate classification.

Subsection 2(c). Any employee designated as "Confidential" by the City Administrator shall be paid an increase in pay equal to two and one-half percent (2½%) for the applicable step and range.

Subsection 2(d). Managers and Professional Attorneys will receive salary and benefits as established by resolution, ordinance, and administrative procedure, and as reflected in the Management and Performance Compensation Plan, the Professional Attorney's Performance and Compensation Plan, the Police Managers' Association (PMA) MOU/Agreement, and the Fire Managers' Association (FMA) MOU/Agreement .

Subsection 2(e). Any employee designated by the City Administrator as an Administrative Fire Captain, working forty (40) hours a week, shall be paid an increase in pay equal to three percent (3.0%) in order to maintain a salary approximately equal to a fifty-six (56) hours per week Fire Captain.

Subsection 2(f). Salary ranges for non-management positions shall have 5 steps. Appointments shall be made at Step 1 in the salary range, except as may be provided by ordinance or authorized by the City Administrator based on extraordinary qualifications. All step increases shall be based upon the equivalent of one year of satisfactory performance at the lower step in the appropriate range.

Subsection 2(g). The City Administrator may appoint a professional attorney or management employee to a salary anywhere between the minimum and maximum of the salary range.

Subsection 2(h). Employees may serve in an hourly assignment in the classifications listed herein as provided under Santa Barbara Municipal Code Section 3.04.160. All such appointments shall be made at Step 1 in the salary range, except as may be provided by ordinance or authorized by the City Administrator based on extraordinary qualifications. In the alternative, the City Administrator may authorize the creation of limited or temporary hourly classifications. Such limited or temporary ("L/T") hourly classifications shall be paid an hourly rate of not less than the applicable state or federal minimum wage and not greater than \$150.00 per hour, or such greater amount as may be provided by ordinance. The official salary schedules for such limited or temporary hourly classifications shall be made publicly available on the City's web site.

Hourly Rate Classes

Effective 7/02/2022
Revised 7/26/2022

Effective 7/30/2022: 1.5% COLA - Fire

Hourly Assignment to "Regular" Classes			
01 Management			
MUNIS 17	MUNIS 18		Hourly Rate
7332	N/A	Assistant City Attorney IV	\$80.4444 - \$97.7808
7334	N/A	Assistant City Attorney III	\$73.1313 - \$88.8916
7335	N/A	Deputy City Attorney	\$47.1509 - \$57.3122
02 Management			
MUNIS 17	MUNIS 18		Hourly Rate
7336	N/A	Creeks Restoration/Clean Water Manager	\$56.1598 - \$68.2624
7333	N/A	Facilities & Energy Manager	\$58.4457 - \$71.0412
7337	N/A	Library Services Manager	\$50.8137 - \$61.7645
7340	N/A	Parks and Recreation Business Manager	\$53.9478 - \$65.5739
7341	N/A	Streets Manager	\$53.4123 - \$64.9229
7338	N/A	Transportation Manager	\$62.6550 - \$76.1576
04 Supervisors			
MUNIS 17	MUNIS 18		Range
7342	N/A	Custodial Supervisor	\$30.6664 - \$37.2753
7343	N/A	Facilities Maintenance Supervisor	\$40.1342 - \$48.7836
7344	N/A	Parking/TMP Superintendent	\$50.7499 - \$61.6869
7345	N/A	Parks Supervisor	\$35.7843 - \$43.4960
7346	N/A	Senior Librarian	\$38.9476 - \$47.3410
7347	N/A	Water Treatment Superintendent	\$60.9477 - \$74.0826
14 General			
MUNIS 17	MUNIS 18		Range
7013	8008	Accountant II	\$35.1023
7074	8062	Accounting Assistant	\$27.4914
7103	8090	Accounting Coordinator	\$31.7695
7003	8001	Accounting Technician	\$28.8973
7000	N/A	Administrative Analyst I	\$39.3690
7001	N/A	Administrative Analyst II	\$45.0438
7002	8000	Administrative Assistant	\$32.2485
7065	8053	Administrative Specialist	\$24.1477
7011	8006	Airport Security Aide	\$19.4866
7004	8002	Assistant Parking Coordinator	\$25.1308
7007	8004	Assistant Planner	\$36.8973
7010	N/A	Assistant Transportation Planner	\$36.8973
7008	8005	Associate Planner	\$39.9623
7009	8301	Associate Transportation Planner	\$39.9623
7062	8050	Automotive/Equipment Tech	\$30.2240
7012	8007	Automotive Service Writer	\$35.1023
7014	8009	Budget Technician	\$30.3752
7015	8010	Building Inspector	\$37.3013
7387	8307	Building Permit Tech	\$30.5547
7016	8011	Buyer II	\$33.7016
7017	8012	Carpenter	\$31.0335
7039	8031	City TV Production Assistant	\$26.1537
7040	8032	City TV Production Specialist	\$37.4774
7018	8013	Code Enforcement Officer	\$33.0628
7079	8067	Commission Secretary	\$26.7463
7020	N/A	Communications Specialist	\$30.6796
7019	8014	Community Development Programs Specialist	\$36.1685
7026	8020	Computer Training Coordinator	\$40.7271
7027	8021	Creeks Outreach Coordinator	\$34.9277
7025	8019	Custodian	\$21.5306
7389	8308	Deputy City Clerk	\$29.5519
7028	8022	Electrician	\$32.9478
7029	8023	Electronics/Communications Technician I	\$31.4648
7031	8025	Engineering Technician I	\$28.2702
7032	8026	Engineering Technician II	\$31.0800
7386	N/A	Environmental Services Specialist II	\$43.4985
7030	8024	Equipment Operator	\$25.3192
7034	N/A	Executive Assistant	\$28.1141
7038	N/A	Executive Assistant to Mayor/Council	\$29.5519
7036	8029	Fire Public Education Coordinator	\$34.9277
7414	8323	Fleet Services Technician I	\$30.2240
7415	8324	Fleet Services Technician II	\$33.3944
7037	8030	Geographic Information Systems Technician	\$35.2777
7021	8015	Graphic Designer	\$37.6408
7043	8035	Grounds Maintenance Crew Leader	\$28.5387
7044	8036	Grounds Maintenance Worker I	\$22.5750

Hourly Rate Classes

Effective 7/02/2022
Revised 7/26/2022

Hourly Assignment to "Regular" Classes			
MUNIS 17	MUNIS 18		Hourly Rate
7045	8037	Grounds Maintenance Worker II	\$25.3192
7046	8038	Heavy Equipment Tech	\$33.3944
7047	8039	Housing Programs Specialist	\$39.9623
7411	8322	Housing Project Planner	\$42.8524
7048	N/A	Human Resources Analyst II	\$45.0438
7416	8325	Human Resources Technician	\$33.2282
7023	8017	Information Technology Technician I	\$27.9059
7024	8018	Information Technology Technician II	\$30.3752
7049	N/A	Law Clerk	\$30.9084
7050	N/A	Legal Administrative Assistant I	\$26.4806
7051	N/A	Legal Administrative Assistant II	\$32.0064
7052	8040	Librarian I	\$30.5640
7053	8041	Librarian II	\$33.6021
7054	8042	Library Assistant I	\$22.9075
7055	8043	Library Assistant II	\$23.8400
7057	8045	Library Systems Technician I	\$27.9059
7056	8044	Library Technician	\$25.4367
7005	N/A	Litigation Paralegal	\$32.6516
7058	8046	Mail Services Specialist	\$19.4866
7061	8049	Maintenance Crew Leader	\$28.4680
7059	8047	Maintenance Worker I	\$21.5306
7060	8048	Maintenance Worker II	\$24.1477
7417	8326	Marketing Coordinator	\$37.6408
7022	8016	Network Analyst	\$40.7271
7063	8051	Office Specialist I	\$19.9785
7064	8052	Office Specialist II	\$21.9646
7067	8055	Outreach Coordinator	\$34.9277
7066	8054	Painter	\$30.0195
7068	8056	Parking Coordinator	\$32.0881
7072	8060	Planning Technician I	\$30.6796
7071	8059	Planning Technician II	\$33.2282
7073	8061	Plumber	\$31.8171
7070	8058	Project Engineer I	\$39.5657
7075	8063	Project Engineer II	\$43.4985
7077	8065	Project Planner	\$42.8524
7078	8066	Public Works Inspector I	\$32.4897
7397	8310	Real Property Agent	\$39.7636
7080	8068	Records Technician	\$25.3828
7382	8306	Recreation Coordinator	\$29.1870
7082	8070	Recreation Program Leader	\$21.2106
7083	8071	Recreation Specialist	\$24.1477
7081	8069	Recycling Educator	\$30.3752
7084	8072	Rental Housing Mediation Specialist	\$32.8983
7085	N/A	Risk Analyst II	\$45.0438
7091	8078	Senior Commission Secretary	\$29.5519
7086	8073	Senior Custodian	\$22.7447
7035	8028	Senior Electronics/Communications Technician	\$37.0944
7033	8027	Senior Engineering Technician	\$35.3836
7087	8074	Senior Grounds Maintenance Worker	\$26.3499
7088	8075	Senior Library Technician	\$27.8261
7089	8076	Senior Maintenance Worker	\$27.0831
7076	8064	Senior Network/Applications Analyst	\$44.7957
7380	8303	Senior Plans Examiner	\$45.1072
7090	8077	Senior Real Property Agent	\$45.7228
7092	8079	Stock Clerk	\$22.4070
7094	8081	Survey Technician I	\$28.1856
7093	8080	Survey Technician II	\$30.6796
7096	8083	Traffic Technician I	\$27.9059
7097	8084	Traffic Technician II	\$30.6796
7100	8087	Transportation Engineering Associate	\$40.5646
7098	8085	Tree Trimmer I	\$23.0878
7099	8086	Tree Trimmer II	\$25.8941
7101	8088	Vehicle Services Assistant	\$22.8586
7104	8091	Water Resources Specialist	\$38.7844
7379	8304	Water Resources Technician	\$30.3752
7102	8089	Welder/Fabricator	\$30.5726

Hourly Rate Classes

Effective 7/02/2022
Revised 7/26/2022

Hourly Assignment to "Regular" Classes			
19 SBCEA Treatment & Patrol			
MUNIS 17	MUNIS 18		Range
7006	8003	Airport Operations Specialist	\$26.9865
7348	8283	Airport Patrol Officer	\$42.2828
7352	8287	Harbor Patrol Officer	\$42.0651
7354	8289	Lab Analyst I	\$31.8372
7069	8057	Park Ranger	\$33.8262
7356	8291	Treatment Plant Technician	\$32.7039
7349	8284	Wastewater Treatment Plant OIT	\$28.3588
7350	8285	Wastewater Treatment Plant Operator III	\$39.5893
7351	8286	Water Distribution Operator Technician II	\$34.2055
7355	8290	Water Treatment Plant OIT	\$28.3596
7353	8288	Water Treatment Plant Operator II	\$35.6760
21 Police Chief			
MUNIS 17	MUNIS 18		Range
7390	N/A	Police Chief	\$125.0045
23 Police Management III			
MUNIS 17	MUNIS 18		Range
7357	N/A	Police Lieutenant	\$71.1850
24 Police Sworn			
MUNIS 17	MUNIS 18		Range
7359	N/A	Police Officer	\$43.2118
7361	N/A	Police Officer- Entry	\$40.9049
29 Police Non-Sworn			
MUNIS 17	MUNIS 18		Range
7388	N/A	EMD Dispatcher	\$40.1037
7395	N/A	Identification Technician	\$37.7760
7360	N/A	Parking Enforcement Officer	\$25.0954
7358	N/A	Public Safety Dispatcher II	\$31.4223
7362	N/A	Police Property/Evidence Assistant	\$26.6431
7391	N/A	Police Property/Evidence Technician	\$31.4100
7363	N/A	Police Records Specialist	\$23.0553
7364	N/A	Police Technician	\$25.0954
39 Fire Non-Sworn			
MUNIS 17	MUNIS 18		Range
7432	N/A	Fire Inspector II	\$43.8280 - \$53.2734

Hourly Rate Classes

Effective 7/02/2022
Revised 7/26/2022

Hourly Rate Schedule (Limited Term)				
MUNIS 17	MUNIS 18	Classification	Department	Hourly Rate
7220	N/A	Airport Marketing Assistant	Airport	\$16.46
7219	8205	Airport Operations Intern	Airport	\$15.00
7394	8309	Airport Services Coordinator	Airport	\$31.37
7221	8206	Airport Traffic Aide	Airport	\$15.00
7218	8204	Alternative Transportation Planner	Public Works	\$38.71
7396	N/A	ARCON Instructor	Police	\$47.45
7225	N/A	Assistant PAL Coordinator I	Police	\$15.00
7222	N/A	Assistant PAL Coordinator II	Police	\$17.64
7224	8207	Assistant Park Planner	Parks & Recreation	\$22.67
7223	N/A	Assistant to Council I	City Council	\$15.00
7270	N/A	Assistant to Council II	City Council	\$15.42
7271	N/A	Assistant to Council III	City Council	\$17.64
7226	8208	Automotive Parts Aide	Public Works	\$18.53
7227	N/A	Background Investigator	Police	\$47.45
7145	8132	Beach Lifeguard I	Parks & Recreation	\$18.23
7146	8133	Beach Lifeguard II	Parks & Recreation	\$19.14
7147	8134	Beach Lifeguard III	Parks & Recreation	\$20.10
7370	8292	Bus Driver I	Parks & Recreation	\$23.22
7371	8293	Bus Driver II	Parks & Recreation	\$24.38
7372	8294	Bus Driver III	Parks & Recreation	\$25.60
7228	8209	Cannoneer	Waterfront	\$21.64
7229	N/A	CAO Special Projects Manager	CAO	\$57.15
7240	N/A	CAO Intern	CAO	\$15.00
7243	N/A	City Council Intern	City Council	\$15.00
7425	8334	City Programs Intern I	Various	\$15.38
7426	8335	City Programs Intern II	Various	\$17.43
7427	8336	City Programs Intern III	Various	\$19.48
7428	8337	City Programs Intern IV	Various	\$20.50
7429	8338	City Programs Intern V	Various	\$22.55
7430	8339	City Programs Intern VI	Various	\$23.58
7431	8340	City Programs Intern VII	Various	\$25.63
7253	8222	City TV Production Aid Lead	Admin Services	\$17.24
7251	8220	City TV Production Aide I	Admin Services	\$15.00
7252	8221	City TV Production Aide II	Admin Services	\$16.53
7250	8219	City TV Production Intern	Admin Services	\$15.00
7135	8122	Clerical Assistant	Various	\$15.00
7234	8211	Commercial Driver Trainer	Public Works	\$26.29
7217	N/A	Community Services Liaison	Police	\$17.50
7384	N/A	Community Services Officer	Police	\$23.30
7235	8212	Creeks Resources Technician	Parks & Recreation	\$25.78
7236	8213	Database Specialist	Public Works	\$20.19
7237	N/A	Development Manager	Library	\$34.06
7238	N/A	Dispatch Training Coordinator	Police	\$45.35
7239	8214	Diver	Waterfront	\$21.64
7399	8311	Downtown Ambassador I	Public Works	\$18.45
7400	8312	Downtown Ambassador II	Public Works	\$23.30
7374	8296	Driver Trainer I	Parks & Recreation	\$28.06
7413	N/A	Elections Advisor	Admin Services	\$107.63
7412	N/A	Elections Assistant	Admin Services	\$25.63
7392	N/A	EMD Auditor	Police	\$52.07
7275	N/A	EMS Nurse Educator	Fire	\$82.82
7245	8215	Extension Aide	Library	\$17.50
7246	N/A	Facilities Project Manager	Public Works	\$37.17
7436	8344	Facility Monitor I - Weekday	Parks & Recreation	\$17.36
7437	8345	Facility Monitor II - Weekday	Parks & Recreation	\$18.23
7438	8346	Facility Monitor III - Weekday	Parks & Recreation	\$19.14
7439	8347	Facility Monitor I - Weekend and Evenings	Parks & Recreation	\$21.70
7440	8348	Facility Monitor II - Weekend and Evenings	Parks & Recreation	\$22.79
7441	8349	Facility Monitor III - Weekend and Evenings	Parks & Recreation	\$23.93
7443	8351	Facility Technician I	Parks & Recreation	\$15.00
7444	8352	Facility Technician II	Parks & Recreation	\$15.75
7445	8353	Facility Technician III	Parks & Recreation	\$16.54
7381	N/A	Financial Systems Analyst	Admin Services	\$52.29
7247	8216	Fire Public Education Assistant	Fire	\$15.73
7231	N/A	Fire Service Mutual Aide Specialist I	Fire	\$38.20
7232	N/A	Fire Service Mutual Aide Specialist II	Fire	\$52.70
7230	N/A	Fire Special Projects Manager	Fire	\$49.52
7248	8217	GIS Mapping Technician	Fire	\$18.53
7249	8218	Golf Course Maintenance Worker	Parks & Recreation	\$15.00
7254	8223	Grounds Maintenance Assistant I	Parks & Recreation	\$18.63
7255	8224	Grounds Maintenance Assistant II	Parks & Recreation	\$20.70
7306	8260	Harbor Patrol Crew I	Waterfront	\$15.00
7307	8261	Harbor Patrol Crew II	Waterfront	\$15.64
7308	8262	Harbor Patrol Crew III	Waterfront	\$16.41
7309	8263	Harbor Patrol Crew IV	Waterfront	\$17.20
7310	8264	Harbor Patrol Crew V	Waterfront	\$17.97
7311	8265	Harbor Patrol Crew VI	Waterfront	\$18.75
7312	8266	Harbor Patrol Crew VII	Waterfront	\$19.52
7313	8267	Harbor Patrol Crew VIII	Waterfront	\$20.29
7314	8268	Harbor Patrol Crew IX	Waterfront	\$21.08
7315	8269	Harbor Patrol Crew X	Waterfront	\$21.86
7316	8270	Harbor Patrol Crew XI	Waterfront	\$22.63

Hourly Rate Classes

Effective 7/02/2022
Revised 7/26/2022

Hourly Rate Schedule (Limited Term)				
MUNIS 17	MUNIS 18	Classification	Department	Hourly Rate
7187	8174	Head Beach Lifeguard I	Parks & Recreation	\$23.22
7188	8175	Head Beach Lifeguard II	Parks & Recreation	\$24.38
7189	8176	Head Beach Lifeguard III	Parks & Recreation	\$25.60
7296	N/A	Human Resources Specialist	Admin Services	\$26.81
7433	8341	Inclusion Specialist I	Parks & Recreation	\$19.14
7434	8342	Inclusion Specialist II	Parks & Recreation	\$20.10
7435	8343	Inclusion Specialist III	Parks & Recreation	\$21.11
7383	8305	Information Systems Intern	Admin Services	\$15.00
7256	N/A	Internal Affairs Investigator	Police	\$41.93
7105	8092	Job Apprentice I	Parks & Recreation	\$15.00
7151	8138	Junior Lifeguard Instructor I	Parks & Recreation	\$18.23
7152	8139	Junior Lifeguard Instructor II	Parks & Recreation	\$19.14
7153	8140	Junior Lifeguard Instructor III	Parks & Recreation	\$20.10
7192	8179	Junior Lifeguard Program Director I	Parks & Recreation	\$23.22
7193	8180	Junior Lifeguard Program Director II	Parks & Recreation	\$24.38
7194	8181	Junior Lifeguard Program Director III	Parks & Recreation	\$25.60
7257	8225	Library Building Monitor	Library	\$20.60
7280	8243	Library Volunteer Coordinator	Library	\$18.53
7262	8230	Lot Operator	Public Works	\$16.00
7265	8234	Management Intern	Various	\$15.00
7274	8239	Management Intern IV	Various	\$16.53
7268	8236	Marketing Assistant I	Airport	\$15.00
7269	8237	Marketing Assistant II	Airport	\$20.40
7272	N/A	Mayor's Aide	City Council	\$25.00
7330	8302	Meter Reader	Public Works	\$22.38
7279	8242	Page	Library	\$15.00
7281	N/A	Parking Citation Admin Review Officer	Police	\$43.82
7402	8313	Parking Coordinator Aide I	Various	\$17.50
7403	8314	Parking Coordinator Aide II	Various	\$19.50
7404	8315	Parking Coordinator Aide III	Various	\$21.50
7418	8327	Parking Lead I	Various	\$16.50
7419	8328	Parking Lead II	Various	\$17.00
7423	8332	Parking Monitor I	Various	\$16.00
7424	8333	Parking Monitor II	Various	\$16.50
7288	N/A	Parks Project Manager	Parks & Recreation	\$49.07
7286	8246	Park Ranger Assistant I	Parks & Recreation	\$17.36
7287	8247	Park Ranger Assistant II	Parks & Recreation	\$18.23
7442	8350	Park Ranger Assistant III	Parks & Recreation	\$19.14
7282	8244	Planning Intern I	Community Development	\$15.43
7283	8245	Planning Intern II	Community Development	\$18.01
7284	N/A	Police Cadet I	Police	\$18.00
7285	N/A	Police Cadet II	Police	\$19.50
7401	N/A	Police Project Manager	Police	\$47.45
7124	8111	Pool Lifeguard	Parks & Recreation	\$18.23
7125	8112	Pool Lifeguard II	Parks & Recreation	\$19.14
7126	8113	Pool Lifeguard III	Parks & Recreation	\$20.10
7289	N/A	Project Manager I	Public Works	\$44.41
7290	N/A	Project Manager II	Public Works	\$56.84
7291	8248	Public Information Assistant	Public Works	\$15.00
7119	8106	Recreation Assistant I	Parks & Recreation	\$15.00
7120	8107	Recreation Assistant II	Parks & Recreation	\$15.75
7121	8108	Recreation Assistant III	Parks & Recreation	\$16.54
7162	8149	Recreation Leader I	Parks & Recreation	\$17.36
7163	8150	Recreation Leader II	Parks & Recreation	\$18.23
7164	8151	Recreation Leader III	Parks & Recreation	\$19.14
7172	8159	Recreation Program Director I	Parks & Recreation	\$20.96
7173	8160	Recreation Program Director II	Parks & Recreation	\$22.06
7174	8161	Recreation Program Director III	Parks & Recreation	\$23.22
7376	8298	Recreation Therapist/Nurse I	Parks & Recreation	\$28.06
7377	8299	Recreation Therapist/Nurse II	Parks & Recreation	\$50.00
7292	8249	Rental Mediation Aide I	Community Development	\$15.00
7293	8250	Rental Mediation Aide II	Community Development	\$20.97
7294	8251	Rental Mediation Aide III	Community Development	\$24.29
7393	N/A	Restorative Court Liaison	Police	\$23.54
7295	N/A	Restorative Outreach Specialist	Police	\$21.64
7297	8252	School Crossing Guard I	Police	\$15.00
7298	8253	School Crossing Guard II	Police	\$15.42

Hourly Rate Classes

Effective 7/02/2022
Revised 7/26/2022

Hourly Rate Schedule (Limited Term)				
MUNIS 17	MUNIS 18	Classification	Department	Hourly Rate
7167	8154	Senior Pool Lifeguard I	Parks & Recreation	\$20.96
7168	8155	Senior Pool Lifeguard II	Parks & Recreation	\$22.06
7169	8156	Senior Pool Lifeguard III	Parks & Recreation	\$23.22
7398	N/A	SNAP Officer	Police	\$23.30
7299	8254	Standby Diver	Waterfront	\$16.46
7140	8127	Swim Instructor I	Parks & Recreation	\$19.14
7141	8128	Swim Instructor II	Parks & Recreation	\$20.06
7301	8256	Traffic Counter	Public Works	\$15.00
7303	N/A	Traffic Engineer	Public Works	\$78.58
7304	8258	Utility Worker I	Public Works	\$19.87
7305	8259	Utility Worker II	Public Works	\$22.28
7405	8316	Waterfront Facilities Aide I	Waterfront	\$18.50
7406	8317	Waterfront Facilities Aide II	Waterfront	\$19.03
7407	8318	Waterfront Facilities Aide III	Waterfront	\$19.56
7408	8319	Waterfront Facilities Aide IV	Waterfront	\$20.09
7420	8329	Waterfront Parking Lot Operator I	Waterfront	\$15.00
7421	8330	Waterfront Parking Lot Operator II	Waterfront	\$15.50
7422	8331	Waterfront Parking Lot Operator III	Waterfront	\$16.00
7328	8282	Web Technician	Administrative Services	\$25.78

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SANTA BARBARA ADOPTING THE 2022-2025
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SANTA BARBARA AND THE SANTA BARBARA
CITY FIREFIGHTERS' ASSOCIATION

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS
FOLLOWS:

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara City Firefighters' Association entered into as of July 1, 2022 and attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted.

SECTION 2. During the term of the agreement, the City Administrator is hereby authorized to implement the terms of the Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara City Firefighters' Association without further action by the City Council, unless such further action is explicitly required by state or federal law.

**2022-2025 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA BARBARA
AND
SANTA BARBARA
CITY FIREFIGHTERS ASSOCIATION, INC.**

THIS AGREEMENT, SIGNED ON _____, IS ENTERED INTO AS OF JULY 1, 2022 BETWEEN THE CITY OF SANTA BARBARA (HEREINAFTER REFERRED TO AS "CITY") AND THE SANTA BARBARA CITY FIREFIGHTERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS "SBCFA" OR "ASSOCIATION"). IT SUPERSEDES AND REPLACES THE TERMS SET FORTH IN ANY PRIOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SBCFA.

Pursuant to Section 3500 et seq. of the Government Code of the State of California, the duly authorized representatives of the City and SBCFA, having met and conferred in good faith over the issues of wages, hours, and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

Wendy Levy, Human Resources Director

Sam Ramirez, Labor Relations Manager

Keith DeMartini, Finance Director

John Doimas, Assistant City Attorney

Brian Federmann, Fire Ops Division Chief

FOR SBCFA:

Robert Kendall, Fire Captain

Renzo Durbiano, Fire Engineer

Jon Turner, Fire Captain

Alex Kargbo, Firefighter

Mark Kramer, Fire Engineer

Garrett Cuffel, Firefighter

Paul Spinale, Fire Engineer

Stuart Adams, Counsel

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1- BENEFITS DURING SICK LEAVE OR AUTHORIZED LEAVE WITHOUT PAY

No sick leave, vacation, or holidays shall accrue to any employee during any full biweekly pay period in which the employee is on authorized leave without pay. Employee on leave without pay shall also be responsible for full payment of insurance premiums.

2- BENEFITS - PART-TIME EMPLOYEES

Employees filling positions authorized by City Council in the official Position and Salary Control Resolution at more than 20 hours per week on a less-than-full time basis shall receive benefits as follows:

- i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, holiday and other benefits under this Agreement equal to the percent of time regularly scheduled versus a regular full-time (40 hour or 56 hour) schedule rounded up to the nearest ten percent (10%).
- ii. Vacation and sick leave equal to the percent of time actually worked versus a regular full-time (40 hour or 56 hour) schedule rounded up to the nearest ten percent (10%).

3- BENEFITS - DOMESTIC PARTNERS

The City shall allow same sex and opposite sex domestic partners dependent coverage under the medical, dental, and vision plans. In order to receive this benefit, domestic partners must be registered with the City Clerk's office or the Secretary of State. The affected employee(s) shall be responsible for all tax consequences of this benefit.

4- BEREAVEMENT LEAVE

In case of death of a member of an employee's immediate family, a 40-hour employee shall be granted three (3) working days with pay, up to a maximum of five (5) days subject to the approval of the Department Head.

Employees of the Fire Department assigned to shift work shall be granted leave not to exceed two (2) shifts (48 hours) off with pay.

Immediate family is defined as mother, father, brother, sister, spouse, registered domestic partner, child, grandparents by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren by blood or marriage, step family members, or person standing in loco parentis. "In-

law” and “step” relationships shall include the immediate family of a registered domestic partner on the same basis as that of a spouse.

The intent of bereavement leave is to provide employees with adequate time to be with their immediate family during a period of anguish, whether it be at the time of death, preparation of funeral arrangements, and/or to attend a funeral.

Responsibility for proper administration of this section shall rest with the Fire Chief.

5- BIWEEKLY PAY PERIOD

All references to "hours, shifts, or days" may be considered on the basis of "hours per biweekly pay period" through conversion factors providing substantially equal employee benefits.

6- CAFETERIA PLAN

- a. A flexible benefits plan known as a "125 Cafeteria Plan" and the "pre-tax advantage" provisions related to an employee's eligible insurance premium contributions within the meaning of Section 125(d) of the Internal Revenue Code, shall be provided to employees.
- b. Each employee shall be eligible to allocate a discretionary amount of \$232.84 per month.
- c. If medical and dental insurance selections exceed the cafeteria plan allocation in "b" above, the City will pay the difference of these respective insurance premiums up to the amounts in the Medical and Dental Insurance article of this MOU; said excess premium payments cannot be applied to any other element of the cafeteria plan.

7- CALL BACK

- a. 40 hour per week employees called back to work from an off-duty status shall be compensated in accordance with the overtime provision of this Agreement.
- b. If an employee is called back to duty on an overtime basis, such employee shall be compensated for no less than two hours overtime.
- c. Call back time commences upon the employee's receipt of the City's request for the employee to return to duty provided the employee promptly departs for his/her designated duty location.

- d. The Fire Chief retains the right to set administrative criteria governing when a fire investigator call-out, or other call back, is warranted and authorized.
- e. Call back is defined as an employee remaining available to return physically to the workplace, at any time outside of normal working hours, and not limited to fielding a call or logging into a computer workstation.

8- CATASTROPHIC LEAVE

Employees will be covered by the Citywide Catastrophic Leave Policy, dated September 22, 2016, and incorporated herein by reference. This policy allows employee donation of eligible accrued time off to a coworker dealing with a catastrophic illness or injury to the coworker and/or the coworker's spouse, registered domestic partner, or child.

9- CONDUCT UNBECOMING OF A FIREFIGHTER (CUB-F)

Firefighters are emergency responders held to a higher standard of behavior than ordinary employees because they respond to serious health and safety matters and at times may enter private property or residences. While off duty, firefighters shall not behave in a manner, or undertake actions that, reasonably considered, undermine the efficiency, cohesiveness, morale, or mission of the Department.

10- CONFERENCE ATTENDANCE

SBCFA representatives shall be permitted not more than an aggregate total of eight (8) shifts (192 hours) of time off with pay to attend conferences or seminars related to SBCFA activities for each fiscal year (July 1 - June 30). Such attendance is subject to approval of the Fire Chief.

11- DEPENDENT CARE

The City will provide a pre-tax salary reduction plan for employee dependent care needs in accordance with Section 129 of the Internal Revenue Code.

12- DISABILITY RETIREMENT

An employee found physically or mentally incompetent to perform his/her regular duties, even with a reasonable accommodation of a disability, shall be terminated pursuant to City Charter Section 1007 or retired, if eligible, pursuant to State law and City regulations. An employee eligible to retire for non-industrial disability shall be entitled to use a maximum of 180 days (2,160 hours for shift personnel

and 1,440 hours for 40-hour per week employees) sick leave benefits prior to the date the employee is eligible for retirement benefits. In no case shall an industrially injured employee be entitled to use sick leave benefits.

13- DIRECT DEPOSIT

All employees shall participate in the City's payroll direct deposit program.

1. Each employee shall execute a payroll authorization form and submit a voided check or savings deposit slip to the Payroll Office. It shall be the employee's choice as to which bank he or she designates as the institution receiving payroll funds.
2. When the authorization form is properly executed and filed with the Payroll Office, the City will begin automatically depositing the net amount of pay on or before each designated biweekly payday in the employee's designated bank account.
3. Exceptions: An exception to this policy may be granted by the Finance Director to an employee upon a showing of good cause for such exception (e.g., that he/she is unable to establish and/or maintain a personal banking/financial account for direct deposit, or that other personal circumstances necessitate a temporary or permanent exception). The Finance Director may require the employee to renew this exception periodically. Exceptions will not be unreasonably denied.
4. Employees participating in direct deposit will be provided with a payroll detail report each pay period. Employees will receive and be able to access this information electronically via the City's computer system.

14- DISCIPLINARY ACTION

The City may provide the option of forfeiture of vacation time in lieu of taking other disciplinary action pursuant to Charter Section 1007 and enabling ordinances.

15- DRIVER'S LICENSE

Employees shall perform all activities necessary to maintain a Class 'C' or equivalent driver's license on their own time and at their own expense. The cost of any additional required driver's licenses, or the certificates or examinations necessary to obtain such licenses, shall be paid by the City. On-duty time, at the Fire Department's convenience, shall be provided for required testing and/or examinations.

16- DRUG AND ALCOHOL TESTING POLICY

Employees in the job classifications of Administrative Fire Captain, Fire Captain, Fire Engineer, Firefighter, and Fire Inspector I, II and II are covered by the "City of Santa Barbara Drug and Alcohol Testing Policy for Fire Unit Employees" dated September 2000.

17- EDUCATIONAL REIMBURSEMENT

- a. Educational Reimbursement Program: Employees shall be eligible for tuition reimbursement through the City of Santa Barbara's Educational Reimbursement Program.
- b. Fire Service Education Travel Expenses and Promotional Study List Materials: The Fire Department will provide up to a \$400 reimbursement per fiscal year for the costs of lodging, meals, and mileage for fire service related courses, as outlined in the Standard Operating Procedures Manual, that are satisfactorily completed and receive the prior written reimbursement approval of the Fire Chief. Reimbursement for the costs of books on the current Fire Engineer and Fire Captain promotional study list, but not eligible for reimbursement under the Educational Reimbursement Program, will also be permitted. The policies regarding reimbursement under this section shall be established by the Fire Chief and become part of the Santa Barbara City Fire Department's Standard Operating Procedures Manual. Reimbursement for lodging, meals and mileage shall be based upon the City of Santa Barbara Travel and Expense Reimbursement Policy for City Employees. The \$400 per year available under this section will be accrued on July 1st of each fiscal year, up to a maximum ongoing accrual of \$800."

18- GRIEVANCE PROCEDURE

- a. Grievances shall be defined as an alleged violation of this Agreement or dispute regarding interpretations, application or enforcement of this Agreement or the City Charter, City ordinances, resolutions, and written policies related to personnel practices and working conditions. Grievances shall not include disagreements regarding employment (including promotional) exams, disciplinary action, performance evaluations, probationary terminations, and items subject to meet and confer.
- b. Employees shall be assured freedom from reprisal for using the grievance procedure.

- c. Grievances shall be invalid unless filed within thirty (30) calendar days of the date the alleged grievable activity occurred or the employee could reasonably have known of its occurrence.
- d. Step One - Immediate Supervisor. Any employee who has a grievance shall first try to get it settled through discussion with his immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.
- e. Step Two - Fire Chief. If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he may file a formal appeal in writing to the Fire Chief within ten (10) calendar days after receiving the informal decision of his immediate supervisor. Fire Chief shall render his written decision and comment to the employee within ten (10) calendar days after receiving the appeal.
- f. Step Three - Mediator. If, within fifteen (15) calendar days after receipt of the written decision of the Fire Chief the employee is still dissatisfied, he or she may request the services of a mediator from the State Mediation and Conciliation Service.
- g. Step Four - City Administrator. If within fifteen (15) calendar days after the mediation process has been completed, or if mediation was not requested within fifteen (15) calendar days after receipt of the written decision of the Fire Chief, and the employee is still dissatisfied, he may appeal the decision to the City Administrator. Such appeal shall be made by filing a written appeal with the City Administrator. The City Administrator shall review the decision of the Fire Chief, and his/her decision, which shall be rendered within twenty-five (25) working days after the appeal is made, shall be final. The City Administrator may request the advice of the Board of Civil Service Commissioners in any grievance proceeding, but he/she shall not be bound to follow any recommendation of the Board.
- h. The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. If either party to the grievance so requests, an informal hearing shall be conducted at the Fire Chief or City Administrator appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process. For purposes of this Article "working days" refers to days in which the City Hall is open for business.
- i. Grievances which are general in character and which involve interpretation or application of this MOU or City policies or which involve matters requiring resolution outside the authority of the Fire Chief shall be filed directly with

the Human Resources Director who shall provide a written response within ten (10) working days.

An employee may appeal the response of the Human Resources Director. The employee's appeal shall be handled in accordance with the procedures in steps three and four above.

- j. Complaints regarding performance evaluation (non-grievable) may be discussed with next highest level of supervision above the individual initiating the evaluation and taken to Fire Chief for final review.
- k. Examinations for employment and promotions shall not be grievable but shall be protested in accordance with approved administrative policy. City will consult with SBCFA prior to adopting and amending said policy.

19- HAZARDOUS MATERIALS TEAM ASSIGNMENT

Any employee holding the rank of Firefighter, Fire Engineer, or Fire Captain who holds either a Hazardous Materials Technician Certificate or a Hazardous Materials Specialist Certificate from the State of California shall be paid in addition to his/her salary range an increase of either five percent (5%) for a Hazardous Materials Technician Certificate or seven percent (7%) for a Hazardous Materials Specialist Certificate while assigned to the Hazardous Materials Team.

20- HEALTH INSURANCE FOR UNIT MEMBERS' SURVIVORS

The City shall maintain and pay for the existing level of insurance benefits for up to twelve (12) months for the surviving family of a unit member who dies in the line of duty, or for such greater period of time required by state or federal law.

21- HOLIDAY COMPENSATION

Employees shall be eligible to receive holiday time at the general employee holiday and personal leave schedule for 40-hour employees, and seven and one-half¹ (7-1/2) twenty-four hour shifts (180 hours) per year for shift personnel.

Each employee will have the option to receive holiday compensation earned during the payroll year in time off or cash, or any combination thereof. Cash-out will be at the straight time rate of pay at the same time and in the same manner as the vacation cash-out process. Cash-out must be taken at the end of the same payroll year in which the holiday time was accrued. An employee who does not cash-out holiday pay accrued during the year must bid to take the time

¹ Effective in pay period commencing July 30, 2022.

off in the next year, and will not later be eligible to cash-out this time in lieu of taking time off.

Holiday time for suppression personnel shall be taken annually only in conjunction with vacation unless otherwise authorized by the Fire Chief.

22- HOLIDAY- ILLNESS OR INJURY

When an employee is assigned to work on a day which is a holiday for said employee and by reason of illness or job-related illness or injury is unable to work as assigned, such employee shall not be charged with a loss of holiday time in addition to sick leave or injury leave.

An employee unable to work due to extended illness or injury may cash-out holiday time through the holiday/vacation cash-out process at the end of the payroll year by notifying the department of the employee's desire to do so in writing prior to December 15 of the payroll year. Cash-out must be taken at the end of the same payroll year in which the holiday time was accrued. An employee who does not cash-out holiday pay accrued during the year must bid to take the time off in the next year, and will not later be eligible to cash-out this time in lieu of taking time off.

23- IMPLEMENTATION OF MOU

City shall implement the provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

An employee will be eligible for any increases to salaries and benefits that were effective prior to adoption of this Agreement, retroactive to the effective dates specified, if the employee was an active City employee and bargaining unit member on the date that the City Council ratified the Agreement.

24- INDUSTRIAL LEAVE

The City shall not deduct either State or Federal withholding taxes from Labor Code Section 4850 payments as long as that practice remains in accordance with the law and the employee is receiving 4850 payments for the entire biweekly pay period. Employees will hold harmless the City of Santa Barbara for any tax or other consequences that may arise from not deducting taxes in accordance with this provision.

25- LAYOFF PROCEDURE

In cases of abolition of positions which result in layoff of personnel or reduction in force, the following seniority policy shall apply to sworn members of the bargaining unit:

- a. The individual with the least time in rank shall be first reduced. Where equal time in rank is the case, total time with the Fire Department shall be used to determine seniority.
- b. The individual affected shall have the right to "bump" downward to the next lower sworn rank formerly held by the affected employee such that the last hired employee in the lowest sworn rank shall be the first employee laid off. Rehiring shall be accomplished pursuant to Section 3.16.350 of the Municipal Code.

26- LEAD CAPTAIN AND TRAINING CAPTAIN ASSIGNMENT

Any employee holding the rank of Fire Captain and assigned responsibility as Lead Captain or Training Captain² shall be paid in addition to his/her salary range an increase in pay equal to ten percent (10%).

27- LIFE INSURANCE

The City will provide a term life insurance policy in the amount of \$75,000 covering the employees only, with equal accidental death and dismemberment coverage.

28- LONGEVITY PAY

Effective July 6, 2024, in recognition of continuous full-time employment as a sworn Fire employee with the City of Santa Barbara, excluding unpaid breaks in service, the eligible employee shall be paid in addition to his/her salary range an increase in pay equal to the following as Longevity Pay. Such increase is in total and not stacked. For example, an employee at the 25 years and more level would receive only 8.0% and not a 21% increase.

- 5–9 years – 1.0%
- 10–14 years – 2.0%
- 15–19 years – 4.0%
- 20–24 years – 6.0%
- 25 and more years – 8.0%

² Effective in pay period commencing July 30, 2022.

29- LOSS CONTROL SUPPORT (SAFETY)

- a. The City and SBCFA will abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that plan.
- b. Any safety courses the employees are required to take will be provided on City time with pay.
- c. The City will conduct a Safety Program on City time for the purpose of educating the employees concerning the provisions of the Occupational Safety & Health Act as well as the City safety policies.
- d. SBCFA will support without qualification the City's Safety Program and will encourage its members to attend safety courses if required by the City and made available on City time.
- e. Both the City and SBCFA recognize the need and will strive to reduce the number of industrial injuries among the employees.
- f. The City will either provide all safety equipment or will reimburse the employee for purchasing the equipment, whenever such equipment has been required by the City as necessary for the job. Such equipment may include, but not be limited to, safety shoes, safety glasses, helmets, gloves, safety boots, life jackets, and all related safety items. The City will purchase wildland boots for new employees only. The City shall retain the right to determine the minimum specifications of the safety equipment, procurement, procedures, and limitations and exclusions.

30- MAINTENANCE OF BENEFITS

- a. All benefits (other than direct wages) as provided by ordinances, resolutions, and City Charter, in existence at the commencement of this Agreement, shall not be diminished, lessened, altered or reduced except as may be herein provided for the duration of the Agreement.
- b. Wage adjustments as provided for from time to time by ordinance, resolution, or City Charter, as such may be amended in accordance with this Agreement, shall also continue for the duration of this Agreement.
- c. The City has the right and prerogative to assign duties to and direct employees in accordance with applicable job specifications and Section 3.12 of the Santa Barbara Municipal Code.

31- MANAGEMENT RIGHTS

This section is to be interpreted in a manner consistent with applicable laws and with due regard for the provisions of this Agreement.

The City has an exclusive right to manage and direct the performance of services and the work force performing such services unless the City has specifically delegated, abridged, or modified any such rights in this Agreement. Such rights shall include but not be limited to the sole right to determine the organizational structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted including sole authority to contract or subcontract for municipal services, and to exercise complete control and discretion over the technology of performing the City's work.

The City retains complete authority over the policies and direction and administration of the Fire Department, including but not limited to standards and methods of selection for employment, promotion and performance evaluation, disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications.

32- MATERNITY/PARENTAL LEAVE

An employee may request to take pregnancy and/or parental leave as provided under the City's "FMLA/CFRA Family Care and Medical Leave Policy", "Maternity Leave Policy", and/or "Parental Leave Policy, or as provided under state or federal law.

33- MEAL CONTRIBUTION

Employees are required by the City as a condition of employment to contribute financially to meals in the Fire Station at a charge equal to the value of the meal, irrespective of whether the employee chooses to eat the meal. Employees shall be solely responsible for any financial or tax liability regarding this provision. Accordingly, the City shall be held harmless from any such liability. The City also shall not be responsible for maintaining any records or providing administration regarding this provision.

34- MEDICAL AND DENTAL INSURANCE

For the length of this Agreement the City will pay 100% of the premium for medical insurance for the employee only up to a maximum monthly amount of \$1412.70.

Should the amount of "employee only" premium be less than the dollar limits herein described, the difference between the "employee only" premium and said dollar amount limits shall be applied to employee dependent medical coverage, if any.

For the length of this Agreement the City shall pay 100% of the premium for dental insurance coverage for the employee only up to a maximum monthly amount of \$52.00.

The dental insurance shall provide for payments based upon 100% of reasonable and customary charges. The City will update dental schedule to reflect current, usual, customary, and reasonable charges in the Santa Barbara area.

The City retains full and complete control over the selection, approval, and administration of insurance programs to include selection of the carrier, insurance contract renewal, and changes in program specifications.

The City will administer the medical plans option and the City will provide a vision care option for unit employees.

35- MEDICAL AND FITNESS EXAMINATIONS³

The City shall continue to provide a program of annual medical exams for unit employees regularly assigned to the Hazardous Materials Response Team (HAZMAT); as well as, continuing a program of periodic fitness exams for all unit employees.

The City will provide voluntary medical examinations with a provider agreed to between the Association and the Fire Chief for all employees on an annual basis.

The parties will reopen negotiations, upon either party's 30 day prior written notice to the other, with regard to implementing a health and/or fitness maintenance program, which may establish requirements to demonstrate minimum job-related levels of health and/or fitness, and/or establish a program to reward employees for achieving and maintaining such level of fitness.

36- MEETING AND CONFERRING

Meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party after September 1 of the last year of this Agreement, but not later than October 1 of the last year of this Agreement. Every effort will be made to reach an agreement prior to the expiration of this Agreement.

37- MINIMUM STAFFING

For the duration of the Agreement, subject to the requirements of Article X, Section 1008 of the City Charter, the City agrees to initially maintain the following minimum staffing levels:

- a. The minimum staffing requirements of the Department shall be as follows:
 - (1) For Non-ARFF suppression, 25 sworn fire suppression personnel per shift within the City, not including sworn management, consisting of 7 engine companies and 1 truck company. Each engine company shall be comprised of one Fire Captain, one Fire Engineer and one Firefighter. The truck company shall be staffed with one Fire Captain, one Fire Engineer, and two Firefighters.
 - (2) For the Aircraft Rescue and Fire Fighting (ARFF) Suppression Company, there will be 3 sworn fire suppression personnel per shift, comprised of one Fire Captain and two Fire Engineers.
 - (3) Staff on mutual aid of a duration of 12 hours or less will be included in the above numbers, in which case back filling shall be at the discretion of the Fire Chief.
 - (4) Employee assigned and paid in an "acting" capacity on a shift will

³ Changes to become effective in pay period commencing July 30, 2022.

be included in the above numbers at the acting rank. As provided under the department's Standard Operating Procedure "Overtime/Mandate", acting employees will only be assigned where not enough personnel of the needed rank have made themselves available to work. City acknowledges that it is not its intent to permanently staff vacancies at the Engineer or Captain rank with acting employees. Out of classification work shall not exceed ten (10) consecutive shifts unless operational needs require a longer duration. The ten (10) consecutive shifts may be extended if operational needs require an extension and after the City has met and consulted with the Association.

- (5) For the Prevention Bureau there shall be a minimum of 6 authorized positions on the official list of authorized positions. The City Council may direct that these positions, if vacated by the incumbent employee for reasons other than an involuntary termination, remain unfunded and unfilled without violating this section.
- (6) There shall also remain a Training Captain position on the official list of authorized positions. The City Council may direct that this position, if vacated by the incumbent employee for reasons other than an involuntary termination, remain unfunded and unfilled without violating this section, however it is the intent of this section for the Training Captain position remain funded and filled if fiscal conditions permit.

b. If the City Council exercises its rights under Article X, Section 1008 of the City Charter, or otherwise discontinues the minimum staffing levels in Section 3(a), as outlined above, without the express written consent of the Association:

- (1) The City will give the Association a minimum of 60 days written notice prior to the effective date of the change to minimum staffing (the "change date"), and
- (2) In the event the Association believes that such intended action will affect the safety or workload of affected employees, it shall so advise the City, whereupon the City and the Association shall meet and confer in good faith over the impacts of the change, Such meeting and conferring, however, shall not prevent the City from implementing the staffing change on an interim basis not less than 60 days after notice to the Association, but prior to the conclusion of negotiations over the impacts of the change.

c. Prior to making a decision to "contract out" work currently being performed by ARFF Suppression staff, the City will provide notice to the Association and the opportunity to meet and confer over both the decision and the effects of such decision.

d. If the City Council exercises its rights under Article X, Section 1008 of the City Charter, or otherwise discontinues the minimum staffing levels in Section 34(a)(ii) Non-ARFF Suppression, Section 34(a)(v) Prevention, or Section 34(a)(vi) Training Captain, without the express written consent of the Association the City will prospectively increase salaries across-the-board by 3%. This subsection "d" shall not apply to a reduction in ARFF Suppression staffing.

38- MODIFIED DUTY

a. The City's Modified Work Program, which can be found in Chapter 4 and in Appendix 20 of the Injury and Illness Prevention Program (IIPP), shall apply to members of the Association.

b. The following provisions will apply to temporary modified duty assignments at the Fire department.

(1) Industrial Injury/Illness

i. The Fire Chief or his/her designee will coordinate all modified duty assignments for industrial injury or illness.

ii. An employee unable to work due to an industrial injury or illness shall immediately notify the on-duty Battalion Chief whenever there is a change to the employee's work restrictions.

iii. An employee shall immediately make himself or herself available to return to available modified duty upon authorization by the treating physician.

iv. Refusal by an employee with a job related injury or illness to accept a modified duty assignment under the work restrictions approved by the treating physician may result in loss of compensation and benefits under California Worker's Compensation law and/or Labor Code §4850, consistent with applicable law.

v. An employee on modified duty will not be denied normal promotional or training opportunities based on his or her modified duty status.

vi. Modified duty assignments will be scheduled as follows, unless otherwise scheduled by the Fire Chief:

A. Short term: For modified duty of less than three weeks (21 consecutive calendar days) the employee will work 8:00 a.m. to 5:00 p.m. on the regularly assigned shift.

B. Long term: For modified duty of more than three weeks, the employee will be converted to a 40-hour work week (typically four 10-hour days).

(2) Non-Industrial Injury/Illness

i. The Fire Chief may consider requests for a voluntary modified duty assignment from an employee who sustains a non-industrial

injury/illness.

ii. If approved, a fire department employee will work a modified duty assignment in lieu of using sick leave or other disability benefits.

iii. For all non-industrial injury or illness the employee will be converted to a 40-hour work week (typically four 10-hour days).

iv. The Fire Chief may end any such modified duty assignment at his or her sole discretion.

39- MUNICIPAL CODE CHANGES

During the term of this Agreement the City and the SBCFA shall meet and confer with regard to any City proposed updates to Municipal Code Title 3 to reflect current practices.

40- NO STRIKE OR LOCKOUT

- a. During the term of this Agreement, the City will not lockout employees and SBCFA will not engage in labor practices detrimental to providing services to the citizens of Santa Barbara or detrimental to the interests of the City; nor will SBCFA sanction, support, condone, approve, or engage in any strike, sick-in, slow-down, work stoppage, or speed-up. All matters of controversy coming within the scope of this Agreement will be settled by established grievance procedures.
- b. Violation of the above shall be just cause for disciplinary action including termination.
- c. City and SBCFA will not breach the terms of this Memorandum of Understanding or commit any unfair labor practices during the term of this Agreement.

41- NON-DISCRIMINATION

- a. The provisions of this Agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, pregnancy, age, sexual orientation, political or religious affiliations, union membership, or military and veteran status.
- b. The City and SBCFA will commit themselves to the goal of equal employment opportunity in all City services. Further, the Union agrees to encourage their members to assist in the implementation of the equal employment opportunity program.

- c. The taking of FMLA leave, or other leaves of absence protected under state and federal law, will not be used as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions, nor will such leave be counted as a negative factor under attendance policies, provided that the employee has complied with any and all notice and proof requirements applicable to such leave.
- f. Repeated discourteous treatment by any City employee of fellow coworkers may be reported to the supervisor or Human Resources. Such behavior, or retaliation against a coworker for reporting such behavior in good faith, may subject the employee to corrective action up to and including discipline.
- g. Complaints may also be made under the terms of the Citywide Violence in the Workplace Policy (contained in the Injury and Illness Prevention Program) or Non-discrimination and Harassment Policy, as appropriate.

42- OUT-OF-CLASSIFICATION WORK

- a. Suppression Employees. When a certified employee has worked out-of-classification, the certified employee shall be compensated at the rate of the higher classification while the out-of-classification work continues.

Compensation for working out-of-class shall be as follows:

- (1) Firefighters working as Acting Engineer, and Engineers working as Acting Captain:

The lowest salary step of the higher classification that is at least 5% above the employee's current base pay.

(2) Firefighters working as Acting Captain:

The lowest salary step of the higher classification that is at least 10% above the employee's current base salary.

For the purposes of this subsection, an out-of-classification assignment is defined as the full-time performance of all the duties of an authorized, funded, permanent, full-time position in one classification by an employee in a position in another classification. Credit or pay for out-of-classification work shall accrue in half or full shift increments only.

- b. An employee assigned to work as a Battalion Chief shall be compensated at the greater of either minimum base salary assigned to that class or at least receive a 15% (fifteen percent) increase in base salary (up to maximum of range) for each full shift or day the employee is assigned such work.
- c. Prevention Employees. Working a Fire Prevention employee out-of-classification that is not certified as an Inspector II or III will occur only to meet the work requirements within the City and that such out-of-classification work will terminate fifteen (15) consecutive work days or thirty (30) work days in any one calendar year, or if extended beyond fifteen (15) consecutive or thirty (30) work days, the employee shall be compensated at the rate of the higher classification while the out-of-classification work continues. When an employee with certification has worked out-of-classification, the certified employee shall be compensated at the rate of the higher classification while the out-of-classification work continues.

For purposes of this subsection, an out-of-classification assignment is defined as assignment by the Fire Chief or designee of the full-time performance of the significant duties of an authorized, funded, permanent, full-time position in one or more higher classification(s) by an employee in a position in another classification. "Significant duties" shall be as defined on the appropriate class specification.

When an employee works out-of-classification continuously for fifteen (15) working days or more, the City shall place a letter in the employee's personnel file acknowledging the out-of-classification work.

It is the intent of this subsection to compensate employees for assigned out-of-class work which extends beyond fifteen (15) consecutive or thirty (30) work days in any one calendar year.

43- OVERTIME/FAIR LABOR STANDARDS ACT (FLSA)

- a. All unit members are exempt under the provisions of the 7K exemption of the Fair Labor Standards Act (FLSA).
- b. Suppression employees shall be on a 24-day work period.
- c. Overtime compensation for employees shall be as follows:
 - (1) Suppression Employees. Suppression employees shall be compensated at time and one-half their regular rate of pay for all hours worked in excess of 182 hours in a 24-day work period. Paid leave time shall count as time worked for purposes of this section. All emergency call back and hold over time shall be compensated at time and one-half.
 - (2) Prevention Employees. Prevention employees shall be compensated at one and one-half times their regular rate of pay for all hours worked in excess of their regularly scheduled shift and/or in excess of 40 hours per week. Paid leave time shall count as time worked for purposes of this section.
- d. Hourly rates for suppression employees shall be based on the established biweekly salary divided by 112 hours.
- e. Employees assigned to fire watch overtime hours (e.g. movie sets, concerts) will be paid at time plus one-half.
- f. Emergency callback overtime is paid from time of notification to time of departure from the station or other assigned reporting site. Other overtime, including but not limited to scheduled and mandated overtime, is paid from arrival to until departure from the station or other assigned reporting site.
- g. Comp Time may be earned and used as follows:
 - 1. Employees shall have the option to be compensated by CTO for any portion of overtime worked at a time and one-half CTO rate, subject to a CTO accrual limit of 120⁴ hours for suppression employees and 60 hours for prevention employees. Unless employees specifically designate CTO compensation for overtime worked, employees will receive monetary compensation for such overtime.

⁴ Effective in pay period commencing July 30, 2022.

2. Effective July 1, 2022, employees will be limited to no more than 120 hours of compensatory time used as paid time off in any calendar year.
 3. CTO shall be taken off under the same policies and procedures that govern vacation.
 4. An employee may also request, in the same manner as vacation time, to utilize CTO beyond the maximum five employees per shift if sufficient staffing will be available. The availability of sufficient staffing will be determined by the department after the pre-schedule has occurred for the shift in question and the roster has been completed.
- h. Members that respond to emergencies outside of the City's jurisdiction will be paid "portal to portal" while in the course of their employment and assigned to an emergency incident, or pre-positioned for emergency response outside of the City's jurisdiction.

44- PAYROLL DEDUCTIONS

The City will continue deducting monies from payroll and remit same to SBCFA as authorized by employee payroll deduction authorizations in accordance with present policy. Any changes in dues deductions shall be subject to indemnification of the City by SBCFA.

SBCFA will meet and confer at the City's request regarding the addition or deletion of other payroll deductions.

45- PREMIUM PAY FOR USE OF SPANISH LANGUAGE SKILLS

For all employees designated by the Fire Chief, who establish to the satisfaction of the Chief and the Human Resources Manager proficiency in conversing and reading skills in Spanish as demonstrated by appropriate testing, the City will pay premium pay of \$51.20 each biweekly pay period.

Employees receiving such premium pay may be required to show continued proficiency as demonstrated by an annual recertification exam that is the same as the initial qualifying exam.

Employees who are off-duty for an extended period of time due to illness or injury (including industrial-related illness or injury) and are designated by the Fire Chief to take the exam, may take the test to establish proficiency in Spanish language skills; however, he or she will not begin receiving the premium pay until they return to active duty.

46- PROBATIONARY PERIOD

The City may extend the probationary period upon written agreement of the employee. A consecutive period of time served by an employee in an acting capacity immediately prior to his/her regular appointment to the position shall be applied to the one year probationary period.

In addition, any period of ten (10) or more shifts served by an employee in an acting capacity within the six (6) months immediately prior to promotion shall be credited to the employee's probationary period.

47- PROFESSIONAL CERTIFICATION PAY

- a. Employees who meet the certification and eligibility requirements set forth herein shall receive the following pays effective the first full pay period following ratification of the MOU amendment. The percentage listed multiplied by the employee's base salary rate constitutes the amount of the pay. The certificates listed below enhance the employees' ability to do their job and a program or system is in place to evaluate and approve acceptable courses.

EMT-D*	2%
California State FF1 Certification OR California State Fire Inspector I	2%
California State FF II Certificate OR Completion of FFI Certified Fire Academy plus 1 year as a professional Firefighter OR California State Fire Investigator I Certificate	2%
Completion of Company Officer Courses (2A, 2B, 2C, 2D, 2E, Instructor 1) OR Completion of State Fire Inspector II Courses (2A, 2B, 2C, 2D)	1%
California State Company Officer Certificate OR California State Fire Inspector II Certificate	2%
Water Rescue Team Member	2% ⁵
Urban Search and Rescue (USAR)	3% ⁶

b. Certification Requirements

⁵ Effective in pay period commencing July 30, 2022.

⁶ Effective in pay period commencing July 30, 2022.

*EMT-D certification requirement as determined by the Santa Barbara County Emergency Medical Services Agency. Employee shall lose the certification pay and eligibility if recertification requirements are not met as determined and required by the Santa Barbara County Emergency Medical Services Agency.

c. Eligibility Requirements

All eligible members will begin receiving pay effective the first full pay period following ratification of the MOU amendment. Subsequently, upon providing proof of eligibility, all newly eligible members will receive pay effective no later than two pay periods following submission.

d. Change in Criteria Meet and Confer

In the event that the requirements/criteria for either the courses and/or certificates changes from current July 1, 2022 standards in such a manner so as to adversely impact the members' ability to obtain the percentages specified herein, the parties agree to meet and confer to ensure that the ability to maintain/obtain the percentages in this section are preserved.

48- RETIREE MEDICAL INSURANCE CONTRIBUTION

a. This provision is applicable to employees who retire from City service on or after July 1, 1994, and

1. Have 15 or more years of classified or unclassified service; or
2. Retire from City with an industrial disability.

b. For employees who retire on or after the date this Agreement is ratified by the City Council, the City shall contribute \$12.00 per month, per year of service up to a maximum of 35 years (i.e., \$420.00/month) towards the purchase of medical insurance for the retiree and his/her spouse or registered domestic partner, if applicable.

Employees who retire from the City with an industrial disability shall receive a minimum contribution based upon 15 years of service, or actual years of service, whichever is greater.

c. The retiree is not limited to purchase of a City sponsored plan, provided however, that if the retiree purchases another insurance plan, the retiree must supply the City with adequate proof of insurance coverage prior to any contribution from the City. Proof of such coverage shall be provided to the City on a periodic basis, as reasonably determined by the City.

- d. The City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first, provided however, that if the retiree dies before reaching the age of 65 and there is a surviving spouse or registered domestic partner, the City's contribution shall cease when the retiree would have reached age 65. Thereafter, the spouse or registered domestic partner may remain on the insurance plan, at his/her own cost, subject to the conditions set forth by the insurance company.
- e. In the event Health Care legislation is passed which affects the nature of the benefit described above, the parties will reopen negotiations and modify this benefit, if necessary, so as to maintain their original intent (e.g., eligibility, scope, cost).

49- RETIREMENT

- a. Classic Employee For employees who are "Classic" employees under the Public Employees Retirement System (PERS):
 - (1) The City shall provide the 3% at age 50 PERS retirement formula for Fire safety employees.
 - (2) The employee will pay the full member contribution.
 - (3) Classic employees will pay an additional cost share amount as follows:
 - i. Effective June 23, 2018, "Classic" employees under CalPERS will pay an additional 1.5% to CalPERS as cost-sharing under section 20516 (f), the "MOU Method," of cost-sharing. This amount will be in addition to the 9% member contribution, for a total employee contribution of 10.5%.
 - ii. To the extent allowable by CalPERS, and consistent with the results of any required member election, these contributions will be tax-deferred and credited to the member account through the "Amendment Method" of cost-sharing. The City agrees to use reasonable haste to determine the eligibility of the cost-share under the amendment method, and to conduct any administrative processes necessary to achieve such amendment.
 - (4) The City shall provide One-Year Highest Compensation pursuant to Section 20042 of the California Government Code.
- b. PEPRA Employee Effective January 1, 2013, "New" Fire Safety members as defined by California Public Employees' Pension Reform Act of 2013 (hereinafter "PEPRA Employees") will be covered under the 2.7% at 57 Safety retirement formula, with a final compensation measurement period of the average of the highest three (3) consecutive years, as well as all other statutory requirements.. Effective January 1, 2013, new employees and/or members as defined by statute shall contribute half the normal cost for benefits, as defined by statute; the City will not pay any portion of these employees' required contributions.

- c. For both "Classic" and "PEPRA" PERS members:
- (1) The City shall provide Post-Retirement Survivor Allowance to Continue After Remarriage pursuant to Section 21635 of the California Government Code. This provides that if the surviving spouse remarries on or after January 1, 1985, the Post-Retirement Survivor Continuance will not cease. This section will apply on account of remarriages that occur on and after the contract inclusion date for survivors or contracting agency members.
 - (2) The City shall provide Increased Level of 1959 Survivor Benefits pursuant to Section 21572 of the California Government Code. This benefit allows the City to provide 25% higher levels of 1959 Survivor Benefits than the level one benefits provided under section 21571 of the California Government Code.
 - (3) Suppression employees will have fifty-six (56) hours of regular salary reported to PERS.
 - (4) The City shall provide for employees to convert unused accumulated sick leave to additional PERS service credit at the time of retirement. (Government Code Section 20965).
 - (5) The City's contract with PERS shall provide that Fire Inspectors I, II and III shall be designated as safety employees for purposes of retirement. (Government Code Section 20433).
- d. Notwithstanding the above, the unclassified classification of Firefighter-Entry shall be enrolled in the CalPERS Miscellaneous retirement plan and subject to the contribution requirements applicable to the Miscellaneous plan.

50- SALARIES

- a. The compensation which shall be paid to fire personnel shall be in accordance with Section 1211 (b) of the City Charter as amended.
- b. Further, the City agrees to provide employees with a minimum 5% increase in base salary upon promotion up to the maximum of the salary provided in the salary range for the position.
- c. The following across-the-board increases will go into effect as indicated:

Effective Date	Base Salary Increase
July 30, 2022	1.5%
July 1, 2023	3.0%
July 1, 2024	No salary increase

Should a formal salary/compensation survey occur, the following survey agencies will be used:

Santa Cruz
Santa Monica
Huntington Beach
Oxnard
Ventura
Newport Beach
Pasadena
Burbank
Montecito
Carpinteria
Glendale
Beverly Hills

51- SBCFA ACCESS TO WORK LOCATIONS

- a. SBCFA officers or employees shall be permitted reasonable access to work locations for the purpose of processing grievances or contacting members concerning issues of wages, hours, or terms and conditions of employment. Work locations will not be entered without the knowledge and consent of the Chief Officer on duty. Access shall not interfere with normal department operations or established safety or security requirements.
- b. Solicitation of membership and activities concerning SBCFA internal management shall not be conducted during working hours without the consent of the Fire Chief. The right to solicit members and conduct SBCFA activities shall not be unreasonably withheld if said activities are conducted during non-scheduled activity hours.
- c. SBCFA shall submit requests to the Chief or his designee at least twenty-four (24) hours in advance of its desire to conduct a SBCFA meeting on City property. The Fire Chief or his designee has the discretion to approve any request but may not withhold approval unreasonably. The Fire Chief's response to SBCFA will be made within a reasonable time so that SBCFA can make other arrangements if necessary.

52- SBCFA BULLETIN BOARDS

The Association may furnish a bulletin board at each main work location for the conduct of Association business. The size and location of the boards must be approved by the City. All materials to be posted on such bulletin board shall be

non-defamatory, must be approved and signed by an Association official and shall be used only for information related to the following subjects: Association recreational, social and related news bulletins, meeting notices, election notices and results, and other official Association business such as Committee reports.

53- SCOPE OF THE BARGAINING UNIT

The bargaining unit will represent all employees in the classifications of Firefighter – Entry, Firefighter, Fire Engineer, Fire Captain, Fire Inspector I, Fire Inspector II and Fire Inspector III.

54- SERVICE BETTERMENT PAY (EDUCATION)

The former City Service Betterment Pay Plan was eliminated January 1, 1977.

55- SHIFT TRADES

Employees may voluntarily exchange work shifts or any portion of a shift with 24 hours advance notice and approval from the Fire Chief or designated representative. Employees exchanging shift time shall be of equal rank.

The City and Fire Department are not responsible for shift exchange arrangements made between employees. Outstanding shift exchange paybacks are the responsibility of the individual employee.

56- SICK LEAVE

- a. Employees shall be eligible to accrue sick leave at the rate of 12 days (144 hours for shift personnel and 96 hours for 40-hour per week employees) per year. Sick leave may be accumulated up to a maximum of 180 days (2,160 hours for shift personnel and 1,440 hours for 40-hour per week employees). Sick leave may be used for the diagnosis, care or treatment of the employee's existing health condition or preventative care (e.g. medical appointments). Employees may also use sick leave if they are a victim or domestic violence, sexual assault, or stalking, as provided under state law. In no case shall sick leave be used in lieu of or in addition to vacation or industrial injury/illness leave. An employee's use of the first one-half of paid sick leave in a calendar year (72 hours for Shift personnel and 48 hours for 40-hour per week employees) for any qualifying reason, is considered "Protected Sick Leave." As such, no physician's statement is required for sick leave utilized during this period. Thereafter, Section 3.08.170 of the Municipal Code regarding presentation of a physician's statement as proof of illness or sick leave absences, of for more than three consecutive working days, shall be interpreted to mean that such a physician's statement shall be required for absences of more than two

consecutive shifts for shift personnel. Employees may use up to 6 days (72 hours for Shift personnel and 48 hours for 40-hour per week employees) of accrued sick leave per calendar year for the diagnosis, care or treatment of an existing health condition or preventative care (e.g. medical appointments) of a child, parent, spouse, domestic partner, child of a domestic partner of the employee, grandparents, grandchildren, siblings and parents-in-law, as provided under state law.

- b. Sick Leave Annuity Upon Retirement - At the time of retirement, the City shall calculate the amount of an annuity for sick leave for the retiring employee using the formula for sick leave conversion that is set forth in Government Code section 20965. The following conditions apply to this benefit:
 - (1) In order to qualify for payout of sick leave upon retirement, the retiring employee must have at least thirty (30) years of service and at least 500 accrued sick leave hours;
 - (2) The conversion rate of 0.004 year of service credit for each 8-hour day of sick leave is utilized.
 - (3) The retiring employee will be paid out in a lump sum amount based upon the value of the sick leave annuity.

57- STANDBY PAY

When department management assigns 40 hour per week prevention employees to be on standby duty, the employees shall be compensated and governed by the following:

- a. Employees shall be ready to respond to calls for their services.
- b. Employees shall be readily reachable by telephone or paging device.
- c. Employees shall remain within sixty minutes travel time from Santa Barbara City.
- d. Employees shall refrain from activities which might impair their ability to perform their assigned duties.

The hourly standby pay amount will be \$5.41 per hour.

Effective July 1, 2023, the hourly standby pay amount will be \$10.00 per hour.

Employees shall not accrue standby pay simultaneously with overtime pay.

58- STATION MAINTENANCE

Employees shall be responsible for interior and exterior day-to-day routine maintenance necessary to maintain cleanliness of fire stations, related buildings and appurtenant grounds. Any additional work other than that which is necessary to maintain cleanliness shall not be required unless mutually agreed by the Association and the City.

59- STEP INCREASE PLAN

- a. Entry Level Firefighters shall be appointed at the A step. Entry level personnel shall be eligible for a salary step increase to the B step upon satisfactory completion of a probationary period of one year and a "probationary firefighters examination."
- b. Further step increases through the salary range shall require, in addition to satisfactory performance, a period of one year of actual service in each step.

60- TERM OF AGREEMENT

The term of this Memorandum of Understanding is for three years commencing on July 1, 2022 and expiring on June 30, 2025.

61- UNAUTHORIZED LEAVE/SUSPENSION

No sick leave, vacation, or holiday time shall accrue or be paid during any period of unauthorized leave or suspension. Should the suspension later be overturned, employee shall receive "back" pay and benefits that would have accrued to the employee as if the suspension had not taken place.

62- UNIFORM ALLOWANCE

- a. The City shall provide employees in the bargaining unit an annual uniform allowance of \$595 per full year that provides the entire City contribution for maintenance, cleaning and replacement of any authorized uniforms. Payment of the uniform allowance will be paid to employees on a bi-weekly basis.
- b. Newly hired employees will receive the full annual uniform allowance upon their commencement of employment with the City. Following twelve (12) months of employment, employees will receive their uniform allowance pursuant to the provisions of paragraph 'a' above.

- c. The Fire Department's dress, fatigue and physical fitness exercise uniforms are for official on-duty use only and are not to be mixed with personal clothing or worn off-duty. Any use of fire equipment or the wearing of the Fire Department uniform by fire personnel not on duty will only occur with the express permission of the Fire Chief or designee.
- d. The Fire Department will exchange uniforms destroyed in the line of duty.
- e. The City will clean employee turnouts as needed.

Limited reopener – The SBCFA and City agree to commence limited reopener negotiations during the term of the MOU as to the uniform allowance only.⁷

63- VACATION

- a. The following vacation schedule shall apply to shift personnel:
 - 0 - 9 years continuous service accrues at 11 days (132 hours) per year.
 - 10 – 14 years continuous service accrues at 17 days (204 hours) per year.

Effective July 1, 2023, the following vacation schedule shall also apply to shift personnel:

- 15 – 19 years will receive an additional 72 hours one-time to their vacation leave bank
 - 20+ years will receive an additional 72 hours one-time to their vacation leave bank
- b. Employees assigned to 40-hour work week prevention function shall receive the General Unit employee's vacation schedule.
- c. Vacation hours bid in any vacation year must be taken by the end of that vacation year or the employee will cease accruing vacation, unless the employee elects to cash-out "unscheduled" vacation time pursuant to paragraph "e" below. It shall be the employees' responsibility to monitor their vacation accrual and schedule their unbid vacation days. Said limitation on accumulation of vacation hours shall not apply if scheduled vacations are canceled by the City for emergencies or canceled due to illness, injury or personal emergencies of employees. All vacation hours carried over due to the cancellation of a scheduled vacation shall either be taken or cashed in by the end of the following vacation year.
- d. Employees may maintain a bank of unbid vacation hours not to exceed their previous year's accrual. These unbid vacation hours may be taken

⁷ Effective in pay period commencing July 30, 2022.

with prior scheduling and approval by the City consistent with the staffing needs of the department.

Each year an employee must bid sufficient vacation hours so that his/her unbid hours do not exceed an amount equal to his/her previous year's vacation accrual.

- e. If a 40-hour employee takes a minimum of 80 hours of vacation during a payroll year, that employee is eligible to cash out any remaining vacation time. If a 56-hour employee takes a minimum of 96 hours of vacation during a payroll year, the employee is eligible to cash out any remaining "unscheduled" vacation time. Cash-outs of vacation time shall occur annually in conjunction with the vacation scheduling process.
- f. Vacations shall be scheduled in accordance with Municipal Code Chapter 3.08. A maximum of five (5) employees per shift may schedule vacation, holiday, or compensatory time off during any vacation year.
- g. The City retains the right to cancel scheduled time off during emergencies.

64- WAIVER

Except as otherwise provided in this Agreement, each party voluntarily and unqualifiably waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement. Nothing in the foregoing however, shall preclude the parties from meeting and consult during the term of this Agreement on matters of mutual concern. Such meeting and consulting shall be by mutual consent only.

Nothing in this Agreement shall in any way diminish the rights of the employees, the City, or the SBCFA as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, or Santa Barbara Municipal Code, Chapter 3.12, except as herein provided.

65- WORK SCHEDULES

a. Suppression Employees

- (1) Suppression employees shall be regularly scheduled to work a 48/96 schedule. The following will apply to employees on a 48/96 work schedule:
 - i. A duty shift will be a period of 24 consecutive hours, starting at 0800 hours one day and continuing to 0800 hours the next day. A scheduled rotation will occur after 2 shifts (48 hours), followed by 96 hours off. This will result in 10 hours of scheduled overtime per 24-day FLSA work period.
 - ii. Except for off-district assignments through mutual aid or unusual circumstances, such as a local disaster, after 96 continuous duty hours an employee may request a minimum 12-hour period off duty for safety reasons before the employee returns to any duty. The Fire Chief or his/her designee also has the discretion to limit continuous duty to 96 hours for safety reasons.
- (2) City shall designate the employee's work week and may change an employee to a 40-hour week by providing 30 calendar days advance notice unless mutually agreed by employee and City or unless unanticipatable circumstances, other than discipline or retraining, necessitate lesser notice in order to maintain service levels and normal activities. The 30 calendar day notice will not apply to an employee whose schedule changes when starting or ending a temporary modified duty assignment.
- (3) Any firefighter, fire engineer, or fire captain that is either:
 - i. Assigned by the Fire Chief or his/her designee to a 40-hour work schedule while on mandatory temporary modified duty due to an industrial illness or injury; or
 - ii. Designated by the Fire Chief to work in an administrative capacity on a schedule of 40 hours a week to meet the needs of the City, will receive a biweekly "administrative assignment pay". The biweekly amount will be approximately equal to 3 hours at the straight time hourly rate of pay for an employee in the same job classification, but assigned to a 56-hours per week schedule.

The purpose of this pay will be to maintain a salary for the employee on a 40-hour per week administrative assignment that is approximately equal to that of an employee assigned to a 56-hour per week schedule. Any previous practice designed to achieve this salary equivalency will be discontinued. An employee assigned to a 40-hour schedule at his or her own request (e.g., due to a non-industrial illness or injury) will not be eligible for administrative assignment pay.

(4) If the City desires to change the regular work schedule, it shall notify the Association and provide it the opportunity to meet and confer.

b. Prevention/Investigation Employees

Employees shall be regularly scheduled to work an average 40-hour work week and shall receive a minimum of two (2) consecutive days off subject to emergency call back, overtime or standby. The City shall designate the employees' work week.

c. Moving from 40-hour to 56-hour shift

When an employee moves from a 40 hour shift to a 56 hour shift, and vice versa, no conversion shall be made to the hours in the employee's accrued leave banks. An employee may use previously accrued vacation on an hour-for-hour basis. However, the employee will begin accruing leave at the new rate applicable to that new schedule

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA
AMENDING RESOLUTION NO. 22-064, THE POSITION AND SALARY
CONTROL RESOLUTION FOR FISCAL YEAR 2023, AFFECTING
CLASSIFICATIONS IN THE FIREFIGHTERS' ASSOCIATION,
EFFECTIVE JULY 30, 2022

WHEREAS, Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City and the Union, having met and conferred in good faith, declare their agreement to the provisions to the 2022-2025 Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA that:

- 1) There shall be an across-the-board salary increase to base pay of 1.5% effective July 30, 2022 for all Fire Association classifications.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Chief's Staff, Police Department

SUBJECT: Accept And Spend A Donation For Police Department Honor Guard
And Appropriate Funds In Fiscal Year 2023 (Resolution)

RECOMMENDATION: That Council:

- A. Accept a donation totaling \$1,000 from the trust of Clifford G. Roxton to purchase supplies for the Honor Guard;
- B. Adopt a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059, Adopting the Budget for Fiscal Year 2023, to Appropriate Funds for a gift from the Clifford G. Roxton Trust to the City of Santa Barbara for exclusive use and benefit of the Santa Barbara Police Department.

DISCUSSION:

The Santa Barbara Police Honor Guard is a team of 9 members. This team is an elite unit of the Police Department. The Honor Guard is skillfully trained to perform a variety of military maneuvers, usually in formation, small or large, for the purpose of exhibiting "honor" to a particular person or event. These events include but are not limited to, police officer funerals, parade details, Guerry award ceremonies, veterans parades, and retirement ceremonies.

The Honor Guard Detail is inclusive of sub-units identified as, but not limited to, Color Guard, Rifle Team, Pall Bearers, Personnel/Dignitary Escort, Funeral Detail, Parade Detail and other such functions to perform within the unit.

BUDGET/FINANCIAL IMPACT:

By accepting this donation, the Police Department will increase revenue and expenditure appropriation of \$1,000 in the Miscellaneous Grants Fund in Fiscal Year 2023 budget for the Honor Guard.

PREPARED BY: Charlie Katsapis, Commander

Council Agenda Report

Accept And Spend A Donation For Police Department Honor Guard And Appropriate
Funds In Fiscal Year 2023 (Resolution)

July 19, 2022

Page 2

SUBMITTED BY: Marylinda Arroyo, Acting Chief

APPROVED BY: City Administrator's Office

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING RESOLUTION NO. 22-059, ADOPTING THE BUDGET FOR FISCAL YEAR 2023, TO APPROPRIATE FUNDS FOR A GIFT FROM THE CLIFFORD G. ROXTON TRUST TO THE CITY OF SANTA BARBARA FOR EXCLUSIVE USE AND BENEFIT OF THE SANTA BARBARA POLICE DEPARTMENT

WHEREAS, Government Code § 37354 permits the City Council of a City to accept or reject any gift, bequest or devise made to or for the City, or to or for any of its officers in their official capacity or in trust for any public purpose, and further empowers a City Council to hold and dispose of such property and the income and increase from the same for such uses as are prescribed in the terms of the gift, bequest, or devise; and

WHEREAS, the Santa Barbara Police Department has been designated as recipients of a \$1,000 gift from the Clifford G. Roxton Trust; and

WHEREAS, the City Council gives the authority to the Santa Barbara Police Department to accept the gift and to complete the transfer of funds from Peter and Clifford G. Roxton Trust; and

WHEREAS, in accordance with the City Charter, the City Administrator filed with the Council a proposed budget for the fiscal year beginning July 1, 2022;

WHEREAS, the City Council is required to adopt a budget before the beginning of the fiscal year on July 1, 2022;

WHEREAS, the City Charter provides that at any public meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least a majority of the total members of the City Council; and

WHEREAS, as authorized by Resolution No. 22-059, this Resolution approves the amendment to the budget as provided herein.

WHEREAS, the Santa Barbara Police Department staff express their deep gratitude and appreciation to the family of the Clifford G. Roxton Trust for this generous bequest and expression of support, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA that in accordance with the provisions of Section 1205 of the City Charter, the budget for the fiscal year 2023, as adopted by Resolution No. 22.059, is hereby amended as follows:

1. The Council accepts a donation from Clifford G. Roxton Trust.
2. The Council approves of the increase in revenue and expenditure appropriation of \$1,000 in the Fiscal Year 2023 Police Department Miscellaneous Grants Funds for the Police Department Honor Guard.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Administration Division, Fire Department

SUBJECT: Records Destruction For Fire Department (Resolution)

RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Fire Department in the Administration Division.

DISCUSSION:

The City Council adopted Resolution No. 16-005 on February 9, 2016, approving the City of Santa Barbara Records Management Policies and Procedures Manual. The Manual contains the records retention and disposition schedules for all City departments. The schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on standard records management practice.

Pursuant to the Manual, the Fire Chief submitted a request for records destruction to the City Clerk Services Manager to obtain written consent from the City Attorney. The City Clerk Services Manager agreed that the list of records proposed for destruction conformed to the retention and disposition schedules. The City Attorney has consented in writing to the destruction of the proposed records.

The Fire Chief requests the City Council to approve the destruction of the Fire Department records in the Administration Division listed on Exhibit A of the proposed Resolution, without retaining a copy.

SUSTAINABILITY IMPACT:

Under the City's sustainability program, one of the City's goals is to increase recycling efforts and divert waste from landfills. The Citywide Records Management Program outlines that records approved for destruction be recycled, reducing paper waste.

PREPARED BY: Carol Lupo, Executive Assistant

SUBMITTED BY: Chris Mailes, Fire Chief

APPROVED BY: City Administrator's Office

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SANTA BARBARA RELATING TO THE DESTRUCTION OF
RECORDS HELD BY THE FIRE DEPARTMENT IN THE
ADMINISTRATIOIN DIVISION

WHEREAS, the City Council adopted Resolution No. 16-005 on February 9, 2016, approving the City of Santa Barbara Records Management Policies and Procedures Manual;

WHEREAS, the City of Santa Barbara Records Management Policies and Procedures Manual contains the records retention and disposition schedules for all City departments. The records retention and disposition schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on standard records management practice;

WHEREAS, Government Code section 34090 provides that, with the approval of the City Council and the written consent of the City Attorney, the head of a City department may destroy certain city records, documents, instruments, books or papers under the Department Head's charge, without making a copy, if the records are no longer needed;

WHEREAS, the Fire Chief submitted a request for the destruction of records held by the Fire Department to the City Clerk Services Manager to obtain written consent from the City Attorney. A list of the records, documents, instruments, books or papers proposed for destruction is attached hereto as Exhibit A and shall hereafter be referred to collectively as the "Records";

WHEREAS, the Records do not include any records affecting title to real property or liens upon real property, court records, records required to be kept by statute, records less than two years old, video or audio recordings that are evidence in any claim or pending litigation, or the minutes, ordinances or resolutions of the City Council or any City board or commission;

WHEREAS, the City Clerk Services Manager agrees that the proposed destruction conforms to the City's retention and disposition schedules;

WHEREAS, the City Attorney consents to the destruction of the Records; and

WHEREAS, the City Council of the City of Santa Barbara finds and determines that the Records are no longer required and may be destroyed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA that the Fire Chief, or his designated representative, is authorized and directed to destroy the Records without retaining a copy.

FIRE DEPARTMENT – ADMINISTRATION DIVISION

<u>Records Series</u>	<u>Date(s)</u>
Financial Files	2005-2015
Personnel and Medical Records	1959-1991
Timesheets	2010-2014



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Granting An Easement To Southern California Edison For Electrical Service Meter On City Parking Lot 10 At 621 Anacapa Street (Resolution)

RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Granting a Utility Easement to Southern California Edison for a New Electrical Service Meter Facility on City Parking Lot 10, 621 Anacapa Street, for a Tesla Supercharger Station and Authorizing the Public Works Director to Execute and Record the Utility Easement.

DISCUSSION:

As part of the City of Santa Barbara's (City) continued sustainability efforts and support of varying modes of transportation, in July of 2021 Council approved entering into an agreement with Tesla to install a total of 15 new Electric Vehicle (EV) chargers, including 12 superchargers, and three Level-2 chargers in downtown Santa Barbara in Parking Lot 10 (Lot 10). See Attachment 1. Tesla will operate the EV chargers for a period of five years with two five-year options to extend. The EV chargers will be open to the public to use, and the Level-2 chargers will be compatible with all electric and plug-in hybrid vehicles. However, the 12 Superchargers initially will only be compatible with Tesla brand vehicles. In addition to these 15 chargers, Tesla will install, at its own cost, electrical service and a separate meter to accommodate up to four additional City-owned Direct Current Fast Chargers (DCFC) at Lot 10 for public use.

The electrical service associated with this easement is exclusively for Tesla's installation of the infrastructure associated with the approved agreement with the City, and will facilitate the City's installation of its own universal fast chargers.

The addition of the 19 new EV publicly accessible chargers facilitated by this easement will augment the 46 public Level-2 chargers that are already in operation at various City facilities, and will constitute the first City-hosted DCFCs, dramatically expanding DCFC availability by adding to the City's two current public DCFCs. DCFCs, which can charge a vehicle much more quickly than a Level-2 charger, are an important tool to promote EV use and for

adoption amongst local residents who are unable to charge at their place of residence, as well as for visitors, tourists, and local workforce commuters.

The subject EV charging stations require electrical service that will be provided by a new Southern California Edison (SCE) service meter facility (Meter), which will be placed within the southwesterly corner of Lot 10. The subject easement (see Attachment 2) is necessary to provide for the construction, maintenance, and access of the new Meter. The Public Works Downtown Team agrees with the installation of the stations, the need for the new Meter, and the use of the space within Lot 10.

Staff recommends approval of the resolution to grant the utility easement to SCE due to the necessity of the new electrical service meter for the charging stations and their provided public benefits.

BUDGET/FINANCIAL INFORMATION:

This easement and all associated electrical support components are the responsibility of Tesla and require no financial commitment from the City. The City would be responsible for the cost of installing and operating the optional four City-owned DCFCs for which Tesla's associated equipment would provide power. City staff has already reserved \$160,000 in state grant funds and is in contract negotiations with a third-party vendor to cover any additional installation and operational costs of the City-owned fast chargers.

SUSTAINABILITY IMPACT:

Transportation-related greenhouse gas emissions account for over 60 percent of Santa Barbara's overall emissions. One of the critical pathways to reducing these particular emissions is by encouraging and facilitating the adoption of EVs throughout the community. The addition of these charging stations will increase the overall integrity of Santa Barbara's EV infrastructure, contribute to reliable paths of travel for EVs, and help reduce potential range anxiety, thereby reducing several significant barriers of EV adoption. Additionally, increased EV adoption and usage will reduce point source tailpipe pollutants, and improve air quality and overall community health.

A copy of the Easement Grant Deed may be requested from the Public Works Department for public review by contacting PWInfo@SantaBarbaraCA.gov.

ATTACHMENTS:

1. City Assessor Map for Parking Lot 10
2. Exhibit B Depiction of Easement Area

PREPARED BY: Adam Hendel, P.E., Principal Engineer/DT/sk

SUBMITTED BY: Clifford M. Maurer, P.E., Public Works Director

APPROVED BY: City Administrator's Office



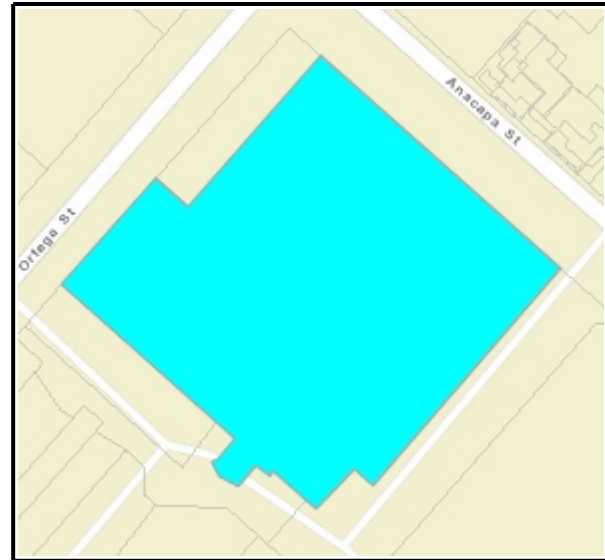
City of Santa Barbara Map Guide Assessor's Report

APN: 037-132-036

Reported on 06/30/2022 08:52 AM



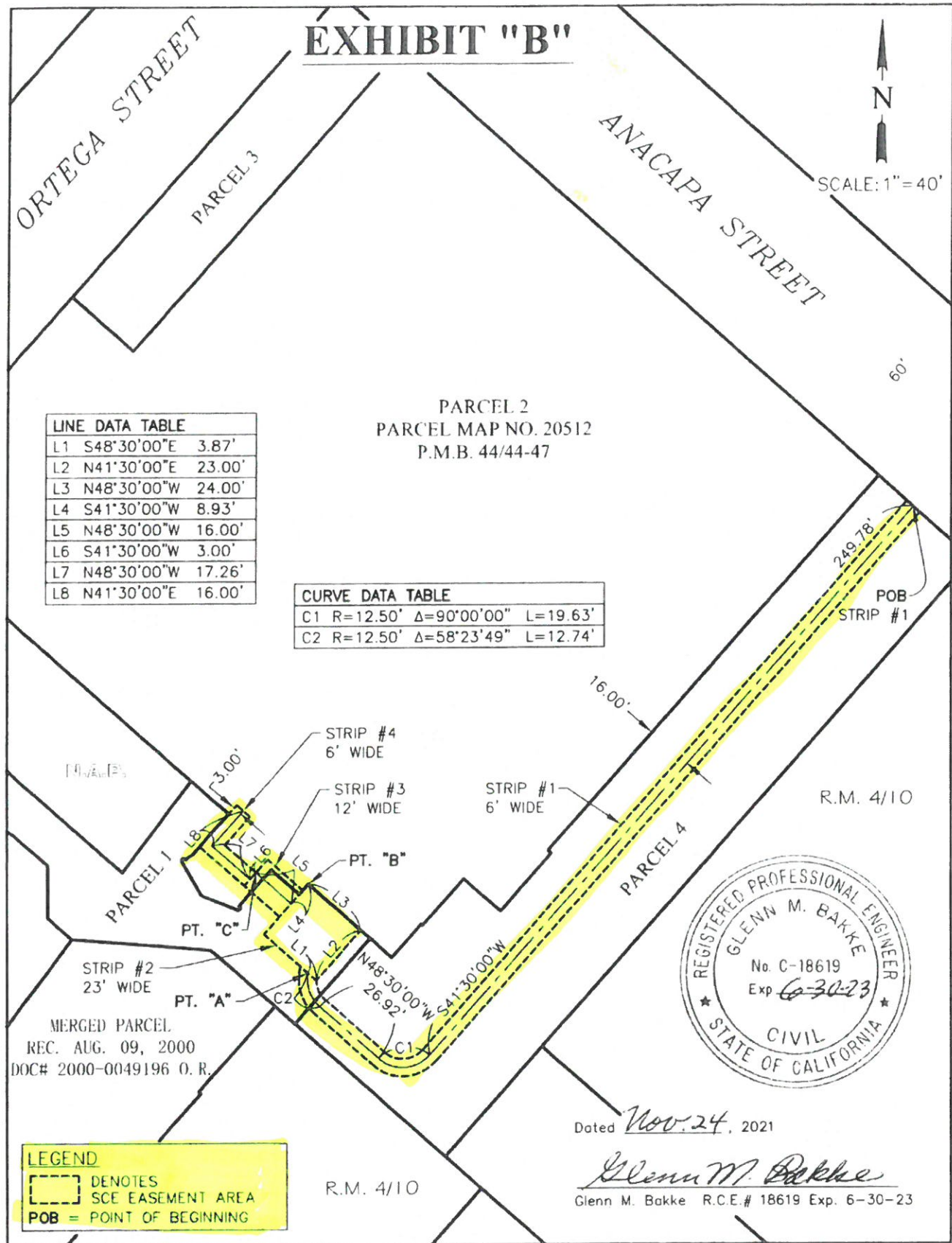
Parcel Location Map



Parcel Detail Map

Parcel Information

APN:	037-132-036
Situs Address:	621 ANACAPA ST SANTA BARBARA, CA 93101
Primary Owner:	CITY OF SANTA BARBARA
Contract Owner:	
Mailing Address:	SANTA BARBARA , CA 93102
Closed Roll Land Value:	0
Closed Roll Improvements Value:	0
Use Code:	2700
Acreage:	1.24
Document Number:	2013048010
Document Recording Date:	7/15/2013 12:00:00 AM
Total % Tranferred Last Doc:	0
State Board of Equal. Number:	



RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA GRANTING A UTILITY EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR A NEW ELECTRICAL SERVICE METER FACILITY ON CITY PARKING LOT 10, 621 ANACAPA STREET, FOR A TESLA SUPERCHARGER STATION AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AND RECORD THE UTILITY EASEMENT

WHEREAS, the City has agreed to provide locations within City parking lots for the installation of new Tesla Supercharger stations for electric vehicle charging, and an agreement to install a new Supercharger station within City Parking Lot 10 has been established; and

WHEREAS, the new Tesla Supercharger station within Parking Lot 10 requires the installation by Southern California Edison of a new electrical meter facility to provide the necessary power, thereby making the grant of utility easement to Southern California Edison necessary and required.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA THAT:

1. The Grant of Utility Easement to Southern California Edison within Parking Lot 10 as described in the recitals, and substantially in a form on file with the Public Works Department, is approved.
2. The Public Works Director is authorized to execute the easement, in a form approved by the City Attorney, and to cause the easement to be recorded in the official records of the County of Santa Barbara.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Land Development Division, Airport Department

SUBJECT: Increase Aviation Planning Services Contract For The Fixed Based Operator Redevelopment Project (Resolution; Contract)

RECOMMENDATION: That Council:

- A. Authorize an increase in the extra services amount with Jacobs Engineering Inc., for aviation planning services for the Fixed Based Operator (FBO) Redevelopment Project, Contract No. 26,343, in the amount of \$43,626, for a total project expenditure authority of \$285,626; and
- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059 Adopting the Budget for Fiscal Year 2023, to Appropriate Funds for Increase In Aviation Planning Services For the Fixed Based Operator Redevelopment Project.

DISCUSSION:

Background

On January 8, 2019, the City Council approved the professional services agreement with LeighFisher Inc. to proceed with the second phase of the FBO Redevelopment Project. The airport currently has two FBOs: Signature Flight Support and Atlantic Aviation. These FBOs provide management services to the general aviation community and provide fueling services to the general, charter, and commercial aviation industries. The FBO Redevelopment Project aimed to redefine the FBO property boundaries and leases at the Santa Barbara Airport (SBA) while considering the development of future facilities that FBOs would need to provide exceptional service to the aviation demand at SBA.

The second phase of the FBO Redevelopment Project outlined four tasks: 1) a Development Plan, a concept of future FBO infrastructure; 2) a Financial Plan, an estimation of City projected revenues and expenditures based on a 30-year lease term with the FBOs; 3) a Business Plan, selection of the most appropriate aviation operations, and lease agreement terms that supports SBA's goals; 4) and a Solicitation Plan that provides the City assistance with preparing a process for the selection of two prospective FBOs.

Council Agenda Report

Increase Aviation Planning Services Contract For The Fixed Based Operator Redevelopment Project (Resolution; Contract)

July 19, 2022

Page 2

LeighFisher Inc. (now known as Jacobs Engineering Inc.) has partially completed components of the second phase; however, a change in project direction combined with project postponements resulting from the COVID-19 pandemic requires an updated scope and fees to continue the FBO Redevelopment Project.

Current Status and Proposed Project Amendment

The FBO Redevelopment Project started in early 2019, where SBA made some progress on the first three tasks, development, financial, and business; however, the COVID-19 pandemic resulted in the postponement of the FBO Redevelopment Project to prioritize other immediate airline rate studies and aviation capital projects. SBA is now recommencing the FBO Redevelopment Project and extending the contract term to June 2023.

The contract tasks have the following modifications: 1) Development Plan and Outreach Plan, adding public outreach component; 2) Financial Plan, reassessing financial forecasts given today's aviation rates and expenditures up to date with emphasis on identifying FAA grant eligible improvements; 3) Business Plan, further review of existing, soon to be expired, FBO leases and property boundaries to better implement current aviation industry practices into new lease agreements; and 4) Proposal Evaluation, adding in depth evaluation of FBO's concept/development proposals with regards to SBA's airport master plan and how each proposal complement each other. Restructuring the FBO Redevelopment Project to be more aligned with SBA's goals is crucial to establishing two new FBO leases with redefined FBO property boundaries.

BUDGET/FINANCIAL INFORMATION:

Funding

The following summarizes the expenditures recommended in this report:

AVIATION PLANNING SERVICES CONTRACT FUNDING SUMMARY

	Base Contract	Change Order	Total
Initial Contract Amount	\$220,000	\$22,000	\$242,000
Proposed Increase	\$0	\$43,626	\$43,626
Total	\$220,000	\$65,626	\$285,626

If the recommendation is approved, the total aviation planning services contract expenditure authority will be increased to \$285,626.

Council Agenda Report

Increase Aviation Planning Services Contract For The Fixed Based Operator
Redevelopment Project (Resolution; Contract)

July 19, 2022

Page 3

An appropriation of \$43,626 to the Airport Operating Fund in Fiscal Year 2023 is necessary to cover all remaining project costs. The Airport Operating Fund is projected to meet minimum reserves by the end of the fiscal year.

A copy of the agreement may be requested from the Airport Department for public review; please contact siza@santabarbaraca.gov to request a copy.

ENVIRONMENTAL REVIEW

There is no requirement for environmental review because this project is a planning development study and will not result in construction, demolition, or alteration to the environment.

PREPARED BY: Sara Iza, Airport Development Manager/PD/mg

SUBMITTED BY: Brian D'Amour, Interim Airport Director

APPROVED BY: City Administrator's Office

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SANTA BARBARA AMENDING RESOLUTION NO. 22-059
ADOPTING THE BUDGET FOR FISCAL YEAR 2023, TO
APPROPRIATE FUNDS FOR INCREASE IN AVIATION
PLANNING SERVICES FOR THE FIXED BASED
OPERATOR REDEVELOPMENT PROJECT

WHEREAS, in accordance with the City Charter, the City Administrator filed with the Council a proposed budget for the fiscal year beginning July 1, 2022;

WHEREAS, the City Council is required to adopt a budget before the beginning of the fiscal year on July 1, 2022;

WHEREAS, the City Charter provides that at any public meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least a majority of the total members of the City Council; and

WHEREAS, as authorized by Resolution No. 22-059, this Resolution approves the amendment to the budget as provided herein.

NOW, THEREFORE, be it resolved by the Council of the City of Santa Barbara that in accordance with the provisions of Section 1205 of the City Charter, the budget for the fiscal year 2023, as adopted by Resolution No. 22-059, is hereby amended as follows:

1. The Council approves of appropriating available reserve funds in the Airport Operating Fund in Fiscal Year 2023 in the amount of \$43,626 to increase professional services contract in aviation planning services for the fixed based operator redevelopment project



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Administration Division, Airport Department

SUBJECT: Santa Barbara Airport Master Plan Update (Resolution; Contract)

RECOMMENDATION: That Council:

- A. Authorize the Airport to execute a City Professional Services contract with Mead and Hunt Inc. in the amount of \$919,383, for master planning services to update the Santa Barbara Airport Master Plan and authorize the Airport Director to approve expenditures of up to \$91,938 for extra services that may result from necessary changes in the scope of work; and
- B. Adopt a Resolution of the Council of the City of Santa Barbara Amending Resolution No. 22-059, Adopting the Budget for Fiscal Year 2023, to appropriate funds for professional services contract for Santa Barbara Airport Master Plan Update.

EXECUTIVE SUMMARY

The Santa Barbara Airport (SBA) completed its last Airport Master Plan in 2017. The Federal Aviation Administration (FAA) encourages updating airport master plans every five to ten years to ensure the document is responsive to current and forecasted needs and accounts for changes in conditions and operations. Since 2017, SBA has experienced healthy growth and a change in commercial aircraft from regional jets to widebody jets. This Master Plan Update (MPU) will provide updated aviation forecasts and necessary capital improvements for the next 20 years. Development of the MPU will include a robust stakeholder involvement program, incorporate sustainability and resilience principles, and be subject to environmental review. After conducting a thorough qualifications-based selection process, staff recommends that City Council award a contract with the highest rated firm, Mead and Hunt, Inc., to provide a MPU.

DISCUSSION:

SBA is a "small hub" airport currently served by United, Alaska, American, and Southwest Airlines and their affiliates. Since the new Airline Terminal opened in August 2011, SBA has experienced approximately 40 percent growth in enplanements (i.e. commercial passenger boardings).

SBA's capital project program is "demand based," meaning development occurs in response to reasonably anticipated demand for facilities. In 2012, an aviation forecast was prepared in support of the 2017 Airport Master Plan, which identified growth in commercial aviation at SBA reaching 657,000 annual enplanements by the year 2032.

In March 2022, the FAA's Terminal Area Forecast (TAF) estimated SBA exceeding 657,000 annual enplanements in 2027. However, that forecast anticipated SBA's 2021 enplanements at 332,658, while final numbers now are in the range of 475,000. Therefore, it is reasonable to assume that the 2017 Airport Master Plan build-out figure of 657,000 annual enplanements may be exceeded in the next few years.

While the most recent Santa Barbara Airport Master Plan (AMP) was completed in 2017, FAA guidance encourages updating Airport Master Plans periodically (every 5-10 years). Such updates ensure that the document is responsive to current and forecasted needs, and account for changes in conditions and operations, such as the recent change in fleet mix from regional jets to widebody jets at SBA. Today, SBA endeavors to update the 2017 Master Plan, as the Airport has experienced growth outpacing the 2017 AMP and the most recent FAA TAF.

Background

An Airport Master Plan evaluates an Airport's needs over a 20-year planning period for airfield, terminal areas, and landside facilities. The goal is to document the orderly development of facilities essential to meet an airport's needs, in accordance with FAA standards and in a manner complementary with community interests. The plan results in a 20-year development plan for a financially resilient facility, reflective of the updated Airport Capital Improvement Plan (ACIP) and graphically depicted by Airport Layout Plan (ALP) drawings. An approved plan shows how an airport will satisfy FAA design standards and seek project funding eligible under the respective federal and state airport aid programs.

An MPU was included in the Fiscal Year 2022 Airport Capital Improvement Plan, which is 90.66% funded by FAA entitlement funds. A Request for Qualifications (RFQ) was issued by SBA staff in February 2022. Two proposals were received in March 2022, and interviews were held with both qualified firms in April 2022. Consultant interviews were held with a panel of Airport staff, which unanimously agreed to select Mead and Hunt, Inc. based on their qualifications and proposed team. During the period of May through June 2022, staff worked with Mead and Hunt to prepare a scope and contract for the MPU. City staff presented the MPU consultant selection to the Airport Commission in June 2022 and received positive feedback. In addition, Airport staff worked closely with the FAA Western-Pacific Airport District Office on the consultant selection, Independent Fee Estimate, and preparation of the release of FAA funds for the MPU.

Project Description

As outlined in the RFQ, the objective of the MPU is to provide the community and public officials with proper guidance for future development, which will satisfy aviation demands and be wholly compatible with the environment. Additionally, this project has the specific objective of re-examining the recommended direction from the 2017 AMP, while incorporating subsequent changes when conditions and circumstances may have invalidated previous recommendations. Still-valid concepts may be retained, while new concepts will be developed for those alternatives no longer valid or considered unacceptable or unworkable.

The MPU will follow the adopted guiding principles from the 2017 AMP, which guide the operations and long term planning at SBA:

Safety and Security. *Provide safe and secure facilities and operating environment for aviators and the general public;*

Economic Vitality. *Continue to serve as a vital economic contributor to the region while maintaining the Airport's economic self-sufficiency;*

Transportation Diversity. *Provide modern, quality facilities to serve a variety of aviation needs and services. Facilitate ground transportation options for travel to and from the Airport;*

Community. *Be a good neighbor by coordinating planning, being responsive to community concerns, and proactive in our environmental stewardship.*

Sustainability. *Support sustainable design of airport facilities and the wise use of resources.*

Environmental Preservation. *Assess future development as it relates to the Goleta Slough and other sensitive habitats.*

Cultural Resource Protection. *Preserve and enhance our archaeological and historic resources.*

The scope for the MPU contract includes: a robust stakeholder involvement program and community input committee; a revised Airport Geographic Information Survey; an existing conditions inventory; an environmental inventory; an updated Airport Recycling, Reuse, and Waste Reduction Plan; aviation forecasts; facility requirements analysis; alternatives development and evaluation; a financial feasibility analysis and facilities implementation plan; an aircraft noise analysis; and the development of an Airport Layout Plan. The schedule for the MPU is approximately 18 months after the notice is given to proceed.

Lastly, SBA has multiple planning and design projects that will be occurring at the same time as the MPU. For purposes of consistency and efficiency, Mead and Hunt will coordinate with other consultants employed by SBA on other projects that will affect the development of the Master Plan. These are expected to include the following projects and project teams:

- Passenger Terminal Expansion and Parking Structure Design – Led by CORGAN. This project will be ongoing during the entire Master Plan.
- General Aviation Redevelopment – Led by JACOBS. This project will finish in the summer of 2023.

- Drainage Master Plan – Led by Mead & Hunt. This project will be ongoing during the entire Master Plan.
- Sea Level Rise and Coastal Resiliency Study – Lead consultant TBD. This project will be ongoing during the entire Master Plan.

BUDGET/FINANCIAL INFORMATION:

The FAA, under authorization from the United States Congress, distributes Airport Improvement Program (AIP) funds each year. Half of each year's authorized level of AIP funding is distributed to all eligible commercial service airports through an entitlement program that guarantees a minimum level of federal assistance each year based on prior year passenger enplanement levels. The remaining AIP funds are distributed on a discretionary basis. Santa Barbara's estimated total funding amount for the 2022 entitlement grants is \$3,393,183.

Staff requests that Council approve appropriations in the Airport Operating Fund in the amount of \$94,457, funded from available reserve funds in the Airport Operating Fund, authorize a transfer of such funds to the Airport Grants Fund, and approve an increase in revenue and expenditure appropriations in the Airport Grants Fund in the amount of \$1,011,321, funded by the transfer of \$94,457 for the City match and \$916,864 from the Federal Aviation Administration Airport Improvement Grant 3-06-0235-070-2022 for the Airport Master Plan Update. The FAA grants fund will cover 90.66% of City staff time as well as consultant costs for the MPU.

SUSTAINABILITY IMPACT:

The Santa Barbara General Plan focuses on a stated mission statement of "Living within Our Resources" and stresses sustainability for development (City of Santa Barbara 2011). In addition, a guiding principle of the 2017 AMP and the MPU is to support sustainable design of airport facilities and the wise use of resources. The MPU will be consistent with the Santa Barbara General Plan and will incorporate the guiding principles throughout the development of alternatives.

The MPU will also incorporate updated forthcoming sea-level rise data into the alternatives and will examine aircraft electrification and sustainable aviation fuels. The MPU will also address known and foreseeable environmental challenges that may complicate projects, which will facilitate sustainable project implementation. Lastly, the MPU will update the existing SBA Recycling, Reuse, and Waste Reduction Plan.

A copy of the contract may be requested from the Airport Department for public review by contacting Airport@SantaBarbaraCA.gov.

ENVIRONMENTAL REVIEW:

The projects and alternatives identified in the 2017 AMP were included in the adopted 2017 Airport Master Plan EIR. The MPU, and any new projects or alternatives will be subject to additional California Environmental Quality Act review. Any projects that are selected for development as part of the MPU will be subject to the National Environmental Policy Act, as well as the California Coastal Act.

PREPARED BY: Sara Iza, Airport Land Development Manager/mg

SUBMITTED BY: Brian D'Amour, P.E., Interim Airport Director

APPROVED BY: City Administrator's Office

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING RESOLUTION NO. 22-059, ADOPTING THE BUDGET FOR FISCAL YEAR 2023, TO APPROPRIATE FUNDS FOR PROFESSIONAL SERVICES CONTRACT FOR SANTA BARBARA AIRPORT MASTER PLAN UPDATE

WHEREAS, in accordance with the City Charter, the City Administrator filed with the Council a proposed budget for the fiscal year beginning July 1, 2022;

WHEREAS, the City Council is required to adopt a budget before the beginning of the fiscal year on July 1, 2022;

WHEREAS, the City Charter provides that at any public meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least a majority of the total members of the City Council; and

WHEREAS, as authorized by Resolution No. 22-059, this Resolution approves the amendment to the budget as provided herein.

NOW, THEREFORE, be it resolved by the Council of the City of Santa Barbara that in accordance with the provisions of Section 1205 of the City Charter, the budget for the fiscal year 2023, as adopted by Resolution No. 22-059, is hereby amended as follows:

1. The Council approves appropriations in the Airport Operating Fund in the amount of \$94,457, funded from available reserve funds in the Airport Operating Fund, authorize a transfer of such funds to the Airport Grants Fund, and approve an increase in revenue and expenditure appropriations in the Airport Grants Fund in the amount of \$1,011,321, funded by the transfer of \$94,457 for the City match and \$916,864 from the Federal Aviation Administration Airport Improvement Grant 3-06-0235-070-2022, for the Airport Master Plan Update.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Accounting Division, Finance Department

SUBJECT: Fiscal Year 2022 Interim Financial Statements For The Eleven Months Ended May 31, 2022

RECOMMENDATION:

That Council accept the Fiscal Year 2022 Interim Financial Statements for the eleven months ended May 31, 2022.

DISCUSSION:

The interim financial statements for the eleven months ended May 31, 2022 (91.7% of the fiscal year) are attached. The interim financial statements include budgetary activity in comparison to actual activity for the General Fund, Enterprise Funds, Internal Service Funds, and select Special Revenue Funds.

ATTACHMENT: Interim Financial Statements for the Eleven Months Ended May 31, 2022

PREPARED BY: Doug B. Smith, Accounting Manager

SUBMITTED BY: Keith DeMartini, Finance Director

APPROVED BY: City Administrator's Office

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
Summary by Fund
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

	<u>Revised Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
GENERAL FUND (pages 3-7)						
Revenue	169,858,618	174,447,805	28,699	(4,560,488)	102.7%	151,209,294
Expenditures	<u>176,918,428</u>	<u>153,426,134</u>	<u>2,988,613</u>	20,503,680	88.4%	<u>142,384,006</u>
Addition to / (use of) reserves	<u>(7,059,809)</u>	<u>21,021,671</u>	<u>(3,017,312)</u>			<u>8,825,288</u>
SOLID WASTE FUND (page 9)						
Revenue	32,630,033	30,401,503	-	2,228,530	93.2%	26,990,221
Expenditures	<u>31,746,869</u>	<u>26,212,959</u>	<u>686,935</u>	4,846,975	84.7%	<u>24,703,914</u>
Addition to / (use of) reserves	<u>883,164</u>	<u>4,188,544</u>	<u>(686,935)</u>			<u>2,286,306</u>
WATER OPERATING FUND (page 10)						
Revenue	74,967,870	62,431,848	-	12,536,022	83.3%	57,496,074
Expenditures	<u>72,172,391</u>	<u>55,932,311</u>	<u>3,041,139</u>	13,198,941	81.7%	<u>49,202,669</u>
Addition to / (use of) reserves	<u>2,795,478</u>	<u>6,499,537</u>	<u>(3,041,139)</u>			<u>8,293,405</u>
WASTEWATER OPERATING FUND (page 11)						
Revenue	25,635,664	23,363,007	-	2,272,657	91.1%	22,258,350
Expenditures	<u>26,364,683</u>	<u>22,905,961</u>	<u>1,484,493</u>	1,974,229	92.5%	<u>19,625,337</u>
Addition to / (use of) reserves	<u>(729,019)</u>	<u>457,046</u>	<u>(1,484,493)</u>			<u>2,633,013</u>
DOWNTOWN PARKING FUND (page 12)						
Revenue	7,522,562	6,300,143	-	1,222,419	83.7%	4,482,457
Expenditures	<u>8,377,227</u>	<u>7,080,123</u>	<u>320,441</u>	976,663	88.3%	<u>7,332,352</u>
Addition to / (use of) reserves	<u>(854,665)</u>	<u>(779,980)</u>	<u>(320,441)</u>			<u>(2,849,895)</u>
AIRPORT OPERATING FUND (page 13)						
Revenue	27,465,652	27,601,149	-	(135,497)	100.5%	26,237,981
Expenditures	<u>29,377,954</u>	<u>22,763,222</u>	<u>1,955,457</u>	4,659,276	84.1%	<u>19,724,673</u>
Addition to / (use of) reserves	<u>(1,912,302)</u>	<u>4,837,928</u>	<u>(1,955,457)</u>			<u>6,513,308</u>
GOLF COURSE FUND (page 14)						
Revenue	3,643,209	3,646,371	-	(3,162)	100.1%	3,529,021
Expenditures	<u>3,365,685</u>	<u>2,574,231</u>	<u>419,669</u>	371,785	89.0%	<u>2,375,336</u>
Addition to / (use of) reserves	<u>277,524</u>	<u>1,072,140</u>	<u>(419,669)</u>			<u>1,153,685</u>
FACILITIES MANAGEMENT FUND (page 15)						
Revenue	6,647,183	5,823,485	-	823,698	87.6%	6,127,166
Expenditures	<u>7,272,791</u>	<u>5,806,658</u>	<u>151,925</u>	1,314,208	81.9%	<u>6,219,568</u>
Addition to / (use of) reserves	<u>(625,608)</u>	<u>16,827</u>	<u>(151,925)</u>			<u>(92,401)</u>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
Summary by Fund
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
FLEET REPLACEMENT FUND (page 16)						
Revenue	3,624,652	3,177,015	-	447,637	87.7%	3,134,738
Expenditures	6,866,417	2,791,290	1,099,218	2,975,909	56.7%	2,000,436
<i>Addition to / (use of) reserves</i>	<u>(3,241,765)</u>	<u>385,726</u>	<u>(1,099,218)</u>			<u>1,134,301</u>
FLEET MAINTENANCE FUND (page 17)						
Revenue	2,986,453	2,740,220	-	246,233	91.8%	2,698,338
Expenditures	3,191,779	2,732,593	191,187	268,000	91.6%	2,425,120
<i>Addition to / (use of) reserves</i>	<u>(205,326)</u>	<u>7,627</u>	<u>(191,187)</u>			<u>273,218</u>
SELF INSURANCE TRUST FUND (page 18)						
Revenue	10,404,522	9,514,580	-	889,942	91.4%	7,747,333
Expenditures	11,338,418	10,360,275	87,208	890,935	92.1%	14,456,026
<i>Addition to / (use of) reserves</i>	<u>(933,896)</u>	<u>(845,695)</u>	<u>(87,208)</u>			<u>(6,708,693)</u>
INFORMATION TECHNOLOGY FUND (page 19)						
Revenue	4,520,985	4,147,151	-	373,835	91.7%	3,543,040
Expenditures	4,639,575	4,049,531	60,626	529,418	88.6%	3,457,824
<i>Addition to / (use of) reserves</i>	<u>(118,590)</u>	<u>97,620</u>	<u>(60,626)</u>			<u>85,216</u>
WATERFRONT OPERATING FUND (page 20)						
Revenue	15,659,001	16,245,518	-	(586,517)	103.7%	14,080,597
Expenditures	16,194,311	13,623,127	666,902	1,904,283	88.2%	13,377,541
<i>Addition to / (use of) reserves</i>	<u>(535,310)</u>	<u>2,622,392</u>	<u>(666,902)</u>			<u>703,056</u>
SANTA BARBARA CLEAN ENERGY FUND (page 21)						
Revenue	12,523,116	9,022,302	-	3,500,814	72.0%	579,473
Expenditures	10,222,025	8,685,240	898,233	638,553	93.8%	432,444
<i>Addition to / (use of) reserves</i>	<u>2,301,090</u>	<u>337,062</u>	<u>(898,233)</u>			<u>147,030</u>
ENERGY AND CLIMATE MANAGEMENT FUND (page 22)						
Revenue	2,553,671	2,341,250	-	212,421	91.7%	2,224,886
Expenditures	2,800,161	1,881,389	265,047	653,725	76.7%	1,833,094
<i>Addition to / (use of) reserves</i>	<u>(246,490)</u>	<u>459,861</u>	<u>(265,047)</u>			<u>391,792</u>
TOTAL FOR ALL FUNDS						
Revenue	400,643,190	381,203,348	28,699	19,468,541	95.1%	332,338,971
Expenditures	410,848,713	340,825,043	14,317,090	55,706,579	86.4%	309,550,340
<i>Addition to / (use of) reserves</i>	<u>(10,205,523)</u>	<u>40,378,305</u>	<u>(14,345,789)</u>			<u>22,788,630</u>

*** It is City policy to adopt a balanced budget. In most cases, encumbrance balances exist at year-end. These encumbrance balances are obligations of each fund and must be reported at the beginning of each fiscal year. In addition, a corresponding appropriations entry must be made in order to accommodate the 'carried-over' encumbrance amount. Most differences between budgeted annual revenues and expenses are due to these encumbrance carryovers.*

CITY OF SANTA BARBARA
General Fund
Interim Statement of Budgeted and Actual Revenues
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

	Revised Budget	YTD Actual	Remaining Balance	Percent Received	Previous YTD	Change Over Prior Year
TAXES						
Sales and Use	23,239,045	26,637,091	(3,398,046)	114.6%	20,582,142	29.4%
Measure C Sales Tax	24,988,418	28,383,573	(3,395,155)	113.6%	19,614,441	44.7%
Property Taxes	42,347,386	38,815,000	3,532,386	91.7%	36,993,479	4.9%
Utility Users Tax	7,315,292	7,085,448	229,844	96.9%	6,698,196	5.8%
Transient Occupancy Tax	19,500,000	24,052,380	(4,552,380)	123.3%	12,791,912	88.0%
Business License	2,556,359	2,610,881	(54,522)	102.1%	2,271,027	15.0%
Cannabis Excise Tax	1,847,469	1,583,870	263,599	85.7%	1,451,586	9.1%
Real Property Transfer Tax	923,776	1,267,562	(343,786)	137.2%	998,368	27.0%
<i>Total Tax Revenues</i>	<u>122,717,745</u>	<u>130,435,805</u>	<u>(7,718,060)</u>	<u>106.3%</u>	<u>101,401,152</u>	<u>28.6%</u>
LICENSES & PERMITS						
Licenses & Permits	151,666	175,836	(24,170)	115.9%	166,549	5.6%
<i>Total</i>	<u>151,666</u>	<u>175,836</u>	<u>(24,170)</u>	<u>115.9%</u>	<u>166,549</u>	<u>5.6%</u>
FINES & FORFEITURES						
Police	2,348,500	2,049,125	299,375	87.3%	1,827,230	12.1%
Other Fines & Forfeitures	665,602	99,921	565,681	15.0%	61,929	61.3%
<i>Total</i>	<u>3,014,102</u>	<u>2,149,047</u>	<u>865,055</u>	<u>71.3%</u>	<u>1,889,159</u>	<u>13.8%</u>
USE OF MONEY & PROPERTY						
Investment Income	312,661	444,247	(131,586)	142.1%	369,815	20.1%
Rents & Concessions	1,008,355	901,051	107,304	89.4%	529,342	70.2%
<i>Total</i>	<u>1,321,016</u>	<u>1,345,298</u>	<u>(24,282)</u>	<u>101.8%</u>	<u>899,157</u>	<u>49.6%</u>
INTERGOVERNMENTAL						
Library	1,139,127	1,111,796	27,331	97.6%	1,175,329	-5.4%
Fire	1,628,000	2,247,430	(619,430)	138.0%	2,383,915	-5.7%
Other Intergovernmental	1,057,357	745,621	311,736	70.5%	12,576,143	-94.1%
<i>Total</i>	<u>3,824,484</u>	<u>4,104,847</u>	<u>(280,363)</u>	<u>107.3%</u>	<u>16,135,388</u>	<u>-74.6%</u>
FEES & SERVICE CHARGES						
Community Development	5,755,380	6,555,043	(799,663)	113.9%	5,094,550	28.7%
Parks & Recreation	3,351,794	2,797,383	554,411	83.5%	1,375,961	103.3%
Other Service Charges	3,896,007	3,098,289	797,718	79.5%	2,705,016	14.5%
<i>Total</i>	<u>13,003,181</u>	<u>12,450,714</u>	<u>552,467</u>	<u>95.8%</u>	<u>9,175,528</u>	<u>35.7%</u>
OTHER REVENUES						
Interfund Charges & Reimbursement	11,001,907	9,098,644	1,903,263	82.7%	8,856,314	2.7%
Overhead Indirect Allocations	9,025,888	8,238,137	787,751	91.3%	7,897,349	4.3%
Interfund Transfers	1,795,258	1,630,876	164,382	90.8%	917,849	77.7%
Interfund Loans	24,140	22,128	2,012	91.7%	22,128	0.0%
Miscellaneous	132,692	622,478	(489,786)	469.1%	250,910	148.1%
Donations	139,709	118,464	21,245	84.8%	108,373	9.3%
Franchise Fees	3,706,830	4,055,530	(348,700)	109.4%	3,489,439	16.2%
<i>Total</i>	<u>25,826,424</u>	<u>23,786,257</u>	<u>2,040,167</u>	<u>92.1%</u>	<u>21,542,362</u>	<u>10.4%</u>
<i>Subtotal Non-Tax Revenues</i>	<u>47,140,873</u>	<u>44,012,000</u>	<u>3,128,874</u>	<u>93.4%</u>	<u>49,808,142</u>	<u>-11.6%</u>
TOTAL REVENUES	<u>169,858,618</u>	<u>174,447,805</u>	<u>(4,589,187)</u>	<u>102.7%</u>	<u>151,209,294</u>	<u>15.4%</u>

CITY OF SANTA BARBARA
General Fund
Interim Statement of Appropriations, Expenditures and Encumbrances
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	YTD Expended and Encumbered	Previous YTD
GENERAL GOVERNMENT						
<u>Mayor & City Council</u>						
MAYOR & CITY COUNCIL	975,974	807,704	-	168,270	82.8%	784,133
ARTS AND COMMUNITY PROMOTIONS	2,633,806	2,158,607	475,068	132	100.0%	2,545,147
<i>Total</i>	<u>3,609,780</u>	<u>2,966,311</u>	<u>475,068</u>	<u>168,401</u>	<u>95.3%</u>	<u>3,329,280</u>
<u>City Attorney</u>						
CITY ATTORNEY-ADMINISTRATION	1,527,051	1,020,283	127,241	379,527	75.1%	815,648
CITY ATTORNEY-ADVISORY	1,415,419	1,284,164	-	131,255	90.7%	1,168,322
CITY ATTORNEY-CIVIL LITIGATION	1,233,695	972,797	-	260,898	78.9%	1,055,556
CITY ATTORNEY-CODE ENFORCEMENT	454,872	411,567	-	43,304	90.5%	384,284
<i>Total</i>	<u>4,631,037</u>	<u>3,688,812</u>	<u>127,241</u>	<u>814,983</u>	<u>82.4%</u>	<u>3,423,810</u>
<u>Administration</u>						
CITY ADMINISTRATOR	2,855,679	2,134,094	30,379	691,206	75.8%	1,761,813
EMPLOYEE RELATIONS	344,138	210,599	72,697	60,842	82.3%	237,153
CITY TV	641,236	552,823	29,076	59,337	90.7%	462,652
CITY CLERK	1,075,004	935,883	1,951	137,170	87.2%	499,180
ELECTIONS	-	-	-	-	0.0%	40,624
<i>Total</i>	<u>4,916,057</u>	<u>3,833,399</u>	<u>134,103</u>	<u>948,555</u>	<u>80.7%</u>	<u>3,001,422</u>
<u>Human Resources</u>						
HUMAN RESOURCES	2,334,501	1,688,440	172,827	473,235	79.7%	1,399,091
EMPLOYEE DEVELOPMENT	43,447	8,915	-	34,532	20.5%	15,651
<i>Total</i>	<u>2,377,948</u>	<u>1,697,354</u>	<u>172,827</u>	<u>507,767</u>	<u>78.6%</u>	<u>1,414,742</u>
<u>Finance</u>						
ADMINISTRATION	471,842	351,258	33,974	86,610	81.6%	271,366
REVENUE & CASH MANAGEMENT	543,260	481,187	8,654	53,419	90.2%	449,562
CASHIERING & COLLECTION	617,850	517,822	-	100,028	83.8%	471,384
LICENSES & PERMITS	562,195	403,779	2,942	155,473	72.3%	392,350
BUDGET MANAGEMENT	619,838	575,720	-	44,118	92.9%	456,410
ACCOUNTING	1,031,524	828,509	43,844	159,171	84.6%	867,917
PAYROLL	470,993	433,368	-	37,625	92.0%	379,181
ACCOUNTS PAYABLE	260,466	242,324	-	18,143	93.0%	223,745
CITY BILLING & CUSTOMER SERVICE	774,094	620,534	621	152,938	80.2%	565,807
PURCHASING	872,971	751,550	121	121,300	86.1%	754,366
CENTRAL WAREHOUSE	234,111	211,911	-	22,200	90.5%	190,162
MAIL SERVICES	147,352	133,205	8,551	5,596	96.2%	131,897
<i>Total</i>	<u>6,606,495</u>	<u>5,551,166</u>	<u>98,707</u>	<u>956,621</u>	<u>85.5%</u>	<u>5,154,148</u>
TOTAL GENERAL GOVERNMENT	<u>22,141,317</u>	<u>17,737,043</u>	<u>1,007,946</u>	<u>3,396,328</u>	<u>84.7%</u>	<u>16,323,401</u>

CITY OF SANTA BARBARA
General Fund
Interim Statement of Appropriations, Expenditures and Encumbrances
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	YTD Expended and Encumbered	Previous YTD
PUBLIC SAFETY						
<u>Police</u>						
CHIEF'S STAFF	1,015,733	1,547,591	6,664	(538,523)	153.0%	915,480
BUSINESS OFFICE	727,247	520,007	2,586	204,654	71.9%	494,687
RECORDS BUREAU	1,958,461	1,478,602	882	478,978	75.5%	1,558,878
STRATEGIC OPERATIONS AND PERSONNEL	1,810,828	1,797,199	47,068	(33,439)	101.8%	1,789,843
PROPERTY ROOM	263,397	201,944	-	61,453	76.7%	226,782
TRAINING, RECRUITMENT AND WELLNESS	1,755,477	1,434,836	64,772	255,869	85.4%	1,024,611
RANGE AND EQUIPMENT	1,524,880	1,398,113	28,925	97,841	93.6%	1,224,561
COMMUNITY & MEDIA RELATIONS	342,196	264,934	-	77,261	77.4%	311,823
INFORMATION TECHNOLOGY/CRIME ANALYSIS	1,707,962	1,540,152	81,066	86,743	94.9%	1,446,525
CRIMINAL INVESTIGATIONS & INTERNAL OP'S	5,140,903	4,803,074	-	337,829	93.4%	5,336,029
CRIME LAB	161,786	138,533	-	23,253	85.6%	146,782
FIELD OPERATIONS DIVISION	20,460,941	16,950,125	76,534	3,434,282	83.2%	16,472,773
TRAFFIC	686,625	929,261	-	(242,636)	135.3%	555,459
SPECIAL EVENTS	487,913	577,055	544	(89,686)	118.4%	185,284
STREET CRIMES UNIT	1,349,643	1,258,518	-	91,125	93.2%	1,163,798
SPECIAL ENFORCEMENT TEAM	816,022	700,253	-	115,769	85.8%	979,885
PARKING AND STREET SWEEPING	371,967	358,271	-	13,695	96.3%	311,438
PARKING ENFORCEMENT	1,404,878	741,570	138,656	524,652	62.7%	1,058,686
COMBINED COMMUNICATIONS CENTER	3,004,092	2,885,169	-	118,924	96.0%	2,873,173
ANIMAL CONTROL	914,529	707,289	110,692	96,548	89.4%	719,332
<i>Total</i>	<u>45,905,479</u>	<u>40,232,497</u>	<u>558,390</u>	<u>5,114,593</u>	<u>88.9%</u>	<u>38,795,828</u>
<u>Fire</u>						
ADMINISTRATION	1,167,135	1,020,108	1,125	145,902	87.5%	852,107
EMERGENCY SERVICES AND PUBLIC ED	493,941	445,575	-	48,366	90.2%	405,695
PREVENTION	1,364,541	1,094,267	525	269,750	80.2%	1,328,168
WILDLAND FIRE MITIGATION PROGRAM	549,627	263,154	57,066	229,407	58.3%	218,859
OPERATIONS	25,153,063	23,311,783	129,023	1,712,257	93.2%	22,872,739
TRAINING AND RECRUITMENT	821,690	613,400	-	208,289	74.7%	676,307
ARFF	2,847,019	2,697,605	-	149,414	94.8%	2,442,559
<i>Total</i>	<u>32,397,015</u>	<u>29,445,891</u>	<u>187,738</u>	<u>2,763,386</u>	<u>91.5%</u>	<u>28,796,433</u>
TOTAL PUBLIC SAFETY	<u>78,302,495</u>	<u>69,678,388</u>	<u>746,128</u>	<u>7,877,979</u>	<u>89.9%</u>	<u>67,592,261</u>
PUBLIC WORKS						
<u>Public Works</u>						
ADMINISTRATION	1,425,256	1,138,650	18,928	267,678	81.2%	855,718
ENGINEERING SVCS	6,342,121	4,999,516	99,321	1,243,283	80.4%	4,927,388
PUBLIC RT OF WAY MGMT	1,810,855	1,385,003	36,604	389,247	78.5%	1,277,179
ENVIRONMENTAL PROGRAMS	996,355	595,532	81,676	319,147	68.0%	374,852
<i>Total</i>	<u>10,574,587</u>	<u>8,118,701</u>	<u>236,530</u>	<u>2,219,356</u>	<u>79.0%</u>	<u>7,435,138</u>
TOTAL PUBLIC WORKS	<u>10,574,587</u>	<u>8,118,701</u>	<u>236,530</u>	<u>2,219,356</u>	<u>79.0%</u>	<u>7,435,138</u>

CITY OF SANTA BARBARA
General Fund
Interim Statement of Appropriations, Expenditures and Encumbrances
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	YTD Expended and Encumbered	Previous YTD
COMMUNITY SERVICES						
<u>Parks & Recreation</u>						
REC PROGRAM MGMT	829,120	622,346	27,852	178,922	78.4%	534,374
FACILITIES & SPECIAL EVENTS	1,315,871	1,144,505	76,604	94,762	92.8%	803,961
YOUTH ACTIVITIES	1,351,065	1,025,095	9,618	316,352	76.6%	699,228
ACTIVE ADULTS	867,568	699,786	8,160	159,622	81.6%	611,288
AQUATICS	1,803,756	1,557,051	50,116	196,590	89.1%	1,432,357
SPORTS	626,428	512,546	9,169	104,714	83.3%	323,111
TENNIS	389,021	339,692	2,862	46,467	88.1%	271,559
NEIGHBORHOOD & OUTREACH SERV	1,000,818	849,780	10,473	140,565	86.0%	827,472
ADMINISTRATION	1,119,272	976,698	998	141,576	87.4%	815,937
PROJECT MANAGEMENT TEAM	601,538	438,528	29,057	133,953	77.7%	461,400
PARK OPERATIONS MANAGEMENT	854,728	643,058	29,863	181,807	78.7%	748,440
GROUND & FACILITIES MAINTENANCE	5,580,759	4,763,900	75,073	741,787	86.7%	4,470,615
FORESTRY	1,430,817	1,195,665	41,672	193,480	86.5%	1,152,705
BEACH MAINTENANCE	141,703	123,351	2,420	15,932	88.8%	87,593
MEDIANS PARKWAYS & CONTRACTS	514,443	432,884	20,446	61,113	88.1%	385,224
<i>Total</i>	18,426,907	15,324,886	394,382	2,707,639	85.3%	13,625,263
<u>Library</u>						
ADMINISTRATION	711,247	582,064	40,801	88,382	87.6%	480,357
CENTRAL LIBRARY	5,333,721	4,258,694	36,678	1,038,348	80.5%	3,612,714
EASTSIDE LIBRARY	354,477	280,619	456	73,402	79.3%	233,605
LIBRARY ON THE GO	111,504	92,790	-	18,715	83.2%	-
<i>Total</i>	6,510,949	5,214,167	77,936	1,218,847	81.3%	4,326,676
TOTAL COMMUNITY SERVICES	24,937,856	20,539,052	472,318	3,926,486	84.3%	17,951,939
COMMUNITY DEVELOPMENT						
<u>Community Development</u>						
ADMINISTRATION	1,552,741	1,273,445	30,107	249,189	84.0%	1,096,689
RENTAL HOUSING MEDIATION	284,959	258,932	-	26,027	90.9%	239,313
HUMAN SERVICES	1,035,172	830,069	128,086	77,017	92.6%	772,765
LONG RANGE PLAN & SPEC STUDY	1,025,531	881,090	231	144,211	85.9%	931,384
DEVEL & ENVIRONMENTAL REVIEW	1,618,893	1,380,167	12,649	226,077	86.0%	1,259,836
ZONING INFO & ENFORCEMENT	1,510,992	1,229,716	22,944	258,332	82.9%	1,287,482
DESIGN REV & HIST PRESERVATION	1,566,419	1,280,812	2,424	283,182	81.9%	1,199,990
BLDG INSP & CODE ENFORCEMENT	2,129,163	1,541,517	13,136	574,511	73.0%	1,434,367
RECORDS ARCHIVES & CLER SVCS	772,449	582,408	36,830	153,211	80.2%	564,647
BLDG COUNTER & PLAN REV SVCS	2,683,643	1,855,265	212,486	615,892	77.1%	1,882,450
<i>Total</i>	14,179,962	11,113,421	458,892	2,607,648	81.6%	10,668,922
TOTAL COMMUNITY DEVELOPMENT	14,179,962	11,113,421	458,892	2,607,648	81.6%	10,668,922

CITY OF SANTA BARBARA
General Fund
Interim Statement of Appropriations, Expenditures and Encumbrances
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	YTD Expended and Encumbered	Previous YTD
SUSTAINABILITY AND RESILIENCE						
<u>Sustainability and Resilience</u>						
ADMINISTRATION	250,068	71,145	66,799	112,124	55.2%	27,819
<i>Total</i>	250,068	71,145	66,799	112,124	55.2%	27,819
TOTAL SUSTAINABILITY AND RESILIENCE	250,068	71,145	66,799	112,124	55.2%	27,819
NON-DEPARTMENTAL						
<u>Non-Departmental</u>						
ANTICIPATED SALARY SAVINGS	(2,100,000)	-	-	(2,100,000)	0.0%	-
TRANSFERS OUT	2,713,725	2,652,751	-	60,975	97.8%	1,035,584
CAPITAL OUTLAY TRANSFER	25,788,418	23,515,633	-	2,272,785	91.2%	21,348,940
APPROP. RESERVE	130,000	-	-	130,000	0.0%	-
<i>Total</i>	26,532,143	26,168,384	-	363,759	98.6%	22,384,524
TOTAL NON-DEPARTMENTAL	26,532,143	26,168,384	-	363,759	98.6%	22,384,524
TOTAL EXPENDITURES	176,918,428	153,426,134	2,988,613	20,503,680	88.4%	142,384,006

*** The legal level of budgetary control is at the department level for the General Fund. Therefore, as long as the department as a whole is within budget, budgetary compliance has been achieved. The City actively monitors the budget status of each department and takes measures to address potential over budget situations before they occur.*

For Enterprise and Internal Service Funds, the level of budgetary control is at the fund level. The City also monitors and addresses these fund types for potential over budget situations.

Included in the FY22 adopted and revised General Fund budgets are departmental targeted savings that were loaded as negative expenditures within one program of each department. This has the impact of distorting the annual budget and variances for those programs until such time as the department reallocates the negative expenditure against other approved appropriations. This task is scheduled to be completed by January 31, 2022, and has no impact on the total appropriations by General Fund department as adopted and approved by council.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
Special Revenue Funds
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
TRAFFIC SAFETY FUND						
Revenue	233,000	204,144	-	28,856	87.6%	152,291
Expenditures	233,000	204,144	-	28,856	87.6%	152,291
<i>Revenue Less Expenditures</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
CREEK RESTORATION/WATER QUALITY IMPRVMT						
Revenue	4,010,347	4,939,673	-	(929,326)	123.2%	4,276,195
Expenditures	4,329,332	3,188,917	296,025	844,390	80.5%	3,834,278
<i>Revenue Less Expenditures</i>	<u>(318,985)</u>	<u>1,750,755</u>	<u>(296,025)</u>	<u>(1,773,716)</u>		<u>441,917</u>
COMMUNITY DEVELOPMENT BLOCK GRANT						
Revenue	2,014,181	904,605	-	1,109,576	44.9%	2,894,390
Expenditures	2,698,758	1,114,761	641,231	942,766	65.1%	2,525,072
<i>Revenue Less Expenditures</i>	<u>(684,577)</u>	<u>(210,156)</u>	<u>(641,231)</u>	<u>166,810</u>		<u>369,318</u>
COUNTY LIBRARY						
Revenue	1,073,708	683,954	-	389,754	63.7%	924,631
Expenditures	1,074,772	816,811	15,983	241,977	77.5%	649,762
<i>Revenue Less Expenditures</i>	<u>(1,064)</u>	<u>(132,858)</u>	<u>(15,983)</u>	<u>147,777</u>		<u>274,868</u>
STREETS FUND						
Revenue	12,307,741	11,331,774	-	975,967	92.1%	11,196,052
Expenditures	12,426,063	10,545,199	256,306	1,624,558	86.9%	10,077,279
<i>Revenue Less Expenditures</i>	<u>(118,322)</u>	<u>786,575</u>	<u>(256,306)</u>	<u>(648,591)</u>		<u>1,118,773</u>
MEASURE A FUND						
Revenue	4,055,709	4,275,114	-	(219,405)	105.4%	3,947,018
Expenditures	4,180,416	3,379,887	109,466	691,063	83.5%	3,418,390
<i>Revenue Less Expenditures</i>	<u>(124,707)</u>	<u>895,227</u>	<u>(109,466)</u>	<u>(910,468)</u>		<u>528,628</u>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

SOLID WASTE FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Service charges	32,266,595	29,436,615	-	2,829,980	91.2%	26,520,851
Other Fees & Charges	30,000	906,404	-	(876,404)	3021.3%	159,767
Investment Income	23,645	37,370	-	(13,725)	158.0%	31,420
Grants	23,570	23,211	-	359	98.5%	23,145
Miscellaneous	286,223	(2,097)	-	288,320	-0.7%	255,037
TOTAL REVENUES	32,630,033	30,401,503	-	2,228,530	93.2%	26,990,221
EXPENSES						
Salaries & Benefits	1,524,648	1,307,411	-	217,237	85.8%	1,123,149
Materials, Supplies & Services	28,753,925	24,683,157	543,236	3,527,532	87.7%	23,198,426
Special Projects	1,170,049	137,761	27,855	1,004,433	14.2%	79,568
Transfers-Out	50,000	45,833	-	4,167	91.7%	45,833
Capital Outlay Transfers	1,946	1,784	-	162	91.7%	190,713
Equipment	185,000	37,012	115,843	32,145	82.6%	66,226
Other	40,000	-	-	40,000	0.0%	-
Appropriated Reserve	21,300	-	-	21,300	0.0%	-
TOTAL EXPENSES	31,746,869	26,212,959	686,935	4,846,975	84.7%	24,703,914
<i>Revenue Less Expense</i>	883,164	4,188,544	(686,935)	(2,618,445)		2,286,306

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

WATER OPERATING FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Water Sales- Metered	57,330,939	53,315,983	-	4,014,956	93.0%	52,180,979
Service Charges	208,765	266,767	-	(58,002)	127.8%	236,324
Cater JPA Treatment Charges	2,359,556	2,011,729	-	347,827	85.3%	2,039,666
Investment Income	684,620	700,841	-	(16,221)	102.4%	859,797
Grants	10,710,798	1,632,670	-	9,078,128	15.2%	-
Reimbursements	3,310,043	3,595,743	-	(285,700)	108.6%	1,289,717
Miscellaneous	227,206	772,172	-	(544,966)	339.9%	609,647
Operating Transfers-In	135,943	135,943	-	-	100.0%	279,943
TOTAL REVENUES	74,967,870	62,431,848	-	12,536,022	83.3%	57,496,074
EXPENSES						
Salaries & Benefits	12,670,706	10,653,463	-	2,017,243	84.1%	9,925,010
Materials, Supplies & Services	17,883,351	13,506,792	2,794,916	1,581,642	91.2%	13,593,841
Special Projects	695,785	352,626	174,959	168,200	75.8%	400,322
Water Purchases	11,228,839	6,957,398	-	4,271,441	62.0%	7,190,908
Debt Service	9,190,636	5,639,668	-	3,550,968	61.4%	5,636,284
Capital Outlay Transfers	19,122,471	17,971,082	-	1,151,389	94.0%	12,108,453
Equipment	239,755	95,298	9,250	135,207	43.6%	90,342
Capitalized Fixed Assets	259,250	164,236	62,013	33,001	87.3%	226,745
Other	731,598	591,748	-	139,850	80.9%	30,764
Appropriated Reserve	150,000	-	-	150,000	0.0%	-
TOTAL EXPENSES	72,172,391	55,932,311	3,041,139	13,198,941	81.7%	49,202,669
<i>Revenue Less Expense</i>	<i>2,795,478</i>	<i>6,499,537</i>	<i>(3,041,139)</i>	<i>(662,920)</i>		<i>8,293,405</i>

NOTE-These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

WASTEWATER OPERATING FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Service Charges	24,869,491	22,667,876	-	2,201,615	91.1%	21,411,142
Fees	548,856	473,565	-	75,291	86.3%	389,439
Investment Income	151,245	139,764	-	11,481	92.4%	187,840
Rents & Concessions	61,072	50,953	-	10,119	83.4%	55,982
Miscellaneous	5,000	30,849	-	(25,849)	617.0%	24,361
Operating Transfers-In	-	-	-	-	0.0%	189,586
TOTAL REVENUES	25,635,664	23,363,007	-	2,272,657	91.1%	22,258,350
EXPENSES						
Salaries & Benefits	7,776,281	6,702,183	-	1,074,098	86.2%	6,531,528
Materials, Supplies & Services	9,038,505	7,567,171	1,267,245	204,089	97.7%	6,390,643
Special Projects	679,985	390,524	208,035	81,426	88.0%	513,217
Debt Service	3,558,338	3,558,337	-	1	100.0%	3,558,585
Capital Outlay Transfers	4,939,840	4,528,187	-	411,653	91.7%	2,371,461
Equipment	106,000	85,726	6,712	13,562	87.2%	58,944
Capitalized Fixed Assets	111,234	71,849	-	39,385	64.6%	199,473
Other	4,500	1,985	2,500	15	99.7%	1,485
Appropriated Reserve	150,000	-	-	150,000	0.0%	-
TOTAL EXPENSES	26,364,683	22,905,961	1,484,493	1,974,229	92.5%	19,625,337
<i>Revenue Less Expense</i>	<i>(729,019)</i>	<i>457,046</i>	<i>(1,484,493)</i>	<i>298,428</i>		<i>2,633,013</i>

NOTE-These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
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For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

DOWNTOWN PARKING FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Improvement Tax	750,000	953,331	-	(203,331)	127.1%	603,403
Parking Fees	5,541,456	4,235,159	-	1,306,297	76.4%	2,807,310
Other Fees & Charges	12,925	25,870	-	(12,945)	200.2%	13,078
Investment Income	53,545	28,007	-	25,538	52.3%	64,491
Rents & Concessions	136,820	145,633	-	(8,813)	106.4%	144,113
Miscellaneous	295,466	240,768	-	54,698	81.5%	182,681
Operating Transfers-In	732,350	671,376	-	60,975	91.7%	667,382
TOTAL REVENUES	7,522,562	6,300,143	-	1,222,419	83.7%	4,482,457
EXPENSES						
Salaries & Benefits	4,139,845	3,587,023	-	552,822	86.6%	3,442,732
Materials, Supplies & Services	3,449,178	2,928,584	187,977	332,616	90.4%	2,112,536
Special Projects	497,659	346,426	132,464	18,769	96.2%	549,895
Capital Outlay Transfers	226,425	207,556	-	18,869	91.7%	1,204,353
Equipment	54,120	10,533	-	43,587	19.5%	22,836
Appropriated Reserve	10,000	-	-	10,000	0.0%	-
TOTAL EXPENSES	8,377,227	7,080,123	320,441	976,663	88.3%	7,332,352
<i>Revenue Less Expense</i>	<u>(854,665)</u>	<u>(779,980)</u>	<u>(320,441)</u>	<u>245,756</u>		<u>(2,849,895)</u>

NOTE-These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

AIRPORT OPERATING FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Leases-Commercial/Industrial	5,531,982	4,735,930	-	796,052	85.6%	4,651,745
Leases-Terminal	5,551,935	7,226,158	-	(1,674,223)	130.2%	3,326,638
Leases-Non-Commercial Aviation	4,562,386	4,546,673	-	15,713	99.7%	3,948,014
Leases-Commercial Aviation	5,121,457	4,733,871	-	387,586	92.4%	3,627,225
Investment Income	109,045	165,951	-	(56,906)	152.2%	134,043
Grants	6,344,534	5,907,498	-	437,036	93.1%	8,569,915
Service Charges	-	1,236	-	(1,236)	100.0%	-
Miscellaneous	119,196	158,716	-	(39,520)	133.2%	130,998
Operating Transfers-In	125,117	125,117	-	-	100.0%	1,849,403
TOTAL REVENUES	27,465,652	27,601,149	-	(135,497)	100.5%	26,237,981
EXPENSES						
Salaries & Benefits	9,036,921	7,753,821	-	1,283,101	85.8%	6,828,825
Materials, Supplies & Services	12,459,995	9,039,098	1,705,603	1,715,294	86.2%	7,638,952
Special Projects	1,741,696	695,393	222,567	823,736	52.7%	32,004
Transfer-Out	250,000	-	-	250,000	0.0%	82,843
Debt Service	1,555,750	1,426,104	-	129,646	91.7%	1,423,583
Capital Outlay Transfers	3,998,242	3,737,150	-	261,092	93.5%	3,623,651
Equipment	230,390	111,656	27,287	91,447	60.3%	94,815
Appropriated Reserve	104,959	-	-	104,959	0.0%	-
TOTAL EXPENSES	29,377,954	22,763,222	1,955,457	4,659,276	84.1%	19,724,673
<i>Revenue Less Expense</i>	<i>(1,912,302)</i>	<i>4,837,928</i>	<i>(1,955,457)</i>	<i>(4,794,773)</i>		<i>6,513,308</i>

NOTE-These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
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GOLF COURSE FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Fees & Card Sales	3,427,253	3,448,401	-	(21,148)	100.6%	3,354,724
Investment Income	10,745	18,062	-	(7,317)	168.1%	14,172
Rents & Concessions	205,211	180,816	-	24,395	88.1%	152,212
Miscellaneous	-	(907)	-	907	100.0%	7,913
TOTAL REVENUES	3,643,209	3,646,371	-	(3,162)	100.1%	3,529,021
EXPENSES						
Salaries & Benefits	82,612	69,171	-	13,441	83.7%	48,781
Materials, Supplies & Services	3,031,007	2,311,977	419,669	299,361	90.1%	2,141,456
Debt Service	41,430	-	-	41,430	0.0%	-
Capital Outlay Transfers	210,636	193,083	-	17,553	91.7%	185,099
TOTAL EXPENSES	3,365,685	2,574,231	419,669	371,785	89.0%	2,375,336
<i>Revenue Less Expense</i>	<i>277,524</i>	<i>1,072,140</i>	<i>(419,669)</i>	<i>(374,947)</i>		<i>1,153,685</i>

NOTE-These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
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FACILITIES MANAGEMENT FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Service Charges	3,087,902	2,830,583	-	257,319	91.7%	2,862,665
Work Orders - Bldg Maint.	3,548,781	2,991,300	-	557,481	84.3%	2,898,773
Miscellaneous	10,500	1,602	-	8,898	15.3%	1,448
Operating Transfers-In	-	-	-	-	0.0%	364,281
TOTAL REVENUES	6,647,183	5,823,485	-	823,698	87.6%	6,127,166
EXPENSES						
Salaries & Benefits	4,438,079	3,437,739	-	1,000,339	77.5%	3,533,484
Materials, Supplies & Services	1,899,329	1,665,466	92,833	141,030	92.6%	1,502,890
Special Projects	363,120	261,263	59,092	42,765	88.2%	183,536
Capital Outlay Transfers	477,198	437,432	-	39,767	91.7%	993,648
Equipment	10,000	4,758	-	5,242	47.6%	6,010
Appropriated Reserve	85,065	-	-	85,065	0.0%	-
TOTAL EXPENSES	7,272,791	5,806,658	151,925	1,314,208	81.9%	6,219,568
<i>Revenue Less Expense</i>	(625,608)	16,827	(151,925)	(490,510)		(92,401)

CITY OF SANTA BARBARA
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FLEET REPLACEMENT FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Vehicle Rental Charges	3,161,109	2,802,452	-	358,657	88.7%	2,710,201
Investment Income	168,561	123,697	-	44,864	73.4%	160,315
Rents & Concessions	123,982	109,635	-	14,347	88.4%	139,290
Miscellaneous	112,000	82,232	-	29,768	73.4%	124,931
Operating Transfers-In	59,000	59,000	-	-	100.0%	-
TOTAL REVENUES	3,624,652	3,177,015	-	447,637	87.7%	3,134,738
EXPENSES						
Salaries & Benefits	247,988	162,819	-	85,169	65.7%	201,721
Materials, Supplies & Services	19,553	18,069	-	1,484	92.4%	17,970
Special Projects	75,000	-	-	75,000	0.0%	-
Transfer-Out	-	-	-	-	0.0%	102,058
Capital Outlay Transfers	1,054,838	969,087	-	85,751	91.9%	85,598
Capitalized Fixed Assets	5,469,039	1,641,315	1,099,218	2,728,506	50.1%	1,593,089
TOTAL EXPENSES	6,866,417	2,791,290	1,099,218	2,975,909	56.7%	2,000,436
<i>Revenue Less Expense</i>	<i>(3,241,765)</i>	<i>385,726</i>	<i>(1,099,218)</i>	<i>(2,528,273)</i>		<i>1,134,301</i>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

FLEET MAINTENANCE FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Vehicle Maintenance Charges	2,921,453	2,670,784	-	250,670	91.4%	2,581,477
Reimbursements	5,000	4,583	-	417	91.7%	30,321
Miscellaneous	60,000	64,854	-	(4,854)	108.1%	86,540
TOTAL REVENUES	2,986,453	2,740,220	-	246,233	91.8%	2,698,338
EXPENSES						
Salaries & Benefits	1,546,176	1,297,519	-	248,657	83.9%	1,298,557
Materials, Supplies & Services	1,373,658	1,249,614	120,646	3,397	99.8%	1,081,628
Special Projects	141,377	90,344	40,266	10,767	92.4%	26,851
Debt Service	-	-	-	-	0.0%	13,364
Capital Outlay Transfers	61,934	61,690	-	245	99.6%	-
Equipment	7,147	17,214	-	(10,067)	240.9%	4,720
Capitalized Fixed Assets	46,488	16,213	30,275	-	100.0%	-
Appropriated Reserve	15,000	-	-	15,000	0.0%	-
TOTAL EXPENSES	3,191,779	2,732,593	191,187	268,000	91.6%	2,425,120
<i>Revenue Less Expense</i>	<i>(205,326)</i>	<i>7,627</i>	<i>(191,187)</i>	<i>(21,767)</i>		<i>273,218</i>

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
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SELF INSURANCE TRUST FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Insurance Premiums	5,056,793	4,635,395	-	421,398	91.7%	3,160,683
Workers' Compensation Premiums	4,219,100	3,817,092	-	402,008	90.5%	3,788,318
OSH Charges	290,230	266,045	-	24,185	91.7%	252,905
Unemployment Insurance Premium	277,529	254,402	-	23,127	91.7%	208,596
Investment Income	53,545	35,496	-	18,049	66.3%	66,483
Miscellaneous	-	5,145	-	(5,145)	100.0%	200,841
Operating Transfers-In	507,325	501,006	-	6,319	98.8%	69,506
TOTAL REVENUES	10,404,522	9,514,580	-	889,942	91.4%	7,747,333
EXPENSES						
Salaries & Benefits	744,822	697,242	-	47,580	93.6%	638,139
Materials, Supplies & Services	10,592,777	9,662,283	87,208	843,286	92.0%	13,817,887
Capital Outlay Transfers	818	750	-	68	91.7%	-
TOTAL EXPENSES	11,338,418	10,360,275	87,208	890,935	92.1%	14,456,026
<i>Revenue Less Expense</i>	<i>(933,896)</i>	<i>(845,695)</i>	<i>(87,208)</i>	<i>(993)</i>		<i>(6,708,693)</i>

The Self Insurance Trust Fund is an internal service fund of the City, which accounts for the cost of providing workers' compensation, property and liability insurance as well as unemployment insurance and certain self-insured employee benefits on a city-wide basis. Internal Service Funds charge other funds for the cost of providing their specific services.

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INFORMATION TECHNOLOGY FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Service charges	4,485,985	4,112,151	-	373,835	91.7%	3,422,836
Operating Transfers-In	35,000	35,000	-	-	100.0%	120,204
TOTAL REVENUES	4,520,985	4,147,151	-	373,835	91.7%	3,543,040
EXPENSES						
Salaries & Benefits	2,679,487	2,277,615	-	401,872	85.0%	2,191,035
Materials, Supplies & Services	1,694,740	1,538,548	44,623	111,569	93.4%	1,017,011
Special Projects	21,091	9,382	14,116	(2,407)	111.4%	251
Capital Outlay Transfers	232,127	216,950	-	15,177	93.5%	245,855
Equipment	12,130	7,036	1,887	3,207	73.6%	3,672
TOTAL EXPENSES	4,639,575	4,049,531	60,626	529,418	88.6%	3,457,824
<i>Revenue Less Expense</i>	<i>(118,590)</i>	<i>97,620</i>	<i>(60,626)</i>	<i>(155,584)</i>		<i>85,216</i>

NOTE-These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

WATERFRONT OPERATING FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Leases - Commercial	1,850,000	2,073,928	-	(223,928)	112.1%	1,764,362
Leases - Food Service	2,795,000	3,241,003	-	(446,003)	116.0%	2,517,656
Slip Rental Fees	4,829,458	4,495,074	-	334,384	93.1%	4,338,664
Visitors Fees	649,459	713,817	-	(64,358)	109.9%	610,477
Slip Transfer Fees	1,200,000	1,334,400	-	(134,400)	111.2%	1,560,150
Parking Revenue	2,814,685	2,956,004	-	(141,319)	105.0%	2,209,132
Wharf Parking	180,000	254,813	-	(74,813)	141.6%	202,112
Grants	-	12,752	-	(12,752)	100.0%	10,707
Other Fees & Charges	235,562	225,891	-	9,671	95.9%	208,813
Investment Income	89,945	103,249	-	(13,304)	114.8%	102,257
Rents & Concessions	385,000	392,006	-	(7,006)	101.8%	371,285
Miscellaneous	629,892	442,582	-	187,310	70.3%	184,980
TOTAL REVENUES	15,659,001	16,245,518	-	(586,517)	103.7%	14,080,597
EXPENSES						
Salaries & Benefits	7,710,675	6,649,566	-	1,061,108	86.2%	6,081,924
Materials, Supplies & Services	5,467,124	4,305,081	585,388	576,654	89.5%	3,982,562
Special Projects	233,348	165,503	29,070	38,775	83.4%	134,646
Debt Service	2,038,500	2,038,500	-	(0)	100.0%	2,042,191
Capital Outlay Transfers	436,852	427,734	-	9,118	97.9%	1,074,473
Equipment	126,895	34,229	15,801	76,865	39.4%	59,234
Capitalized Fixed Assets	78,544	-	36,643	41,901	46.7%	-
Other	2,375	2,513	-	(138)	105.8%	2,513
Appropriated Reserve	100,000	-	-	100,000	0.0%	-
TOTAL EXPENSES	16,194,311	13,623,127	666,902	1,904,283	88.2%	13,377,541
<i>Revenue Less Expense</i>	(535,310)	2,622,392	(666,902)	(2,490,801)		703,056

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

SANTA BARBARA CLEAN ENERGY FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Service Charges	10,972,584	7,471,697	-	3,500,887	68.1%	-
Investment Income	-	73	-	(73)	100.0%	214
Operating Transfers-In	1,550,532	1,550,532	-	-	100.0%	579,259
TOTAL REVENUES	12,523,116	9,022,302	-	3,500,814	72.0%	579,473
EXPENSES						
Salaries & Benefits	152,590	131,396	-	21,194	86.1%	-
Materials, Supplies & Services	9,276,308	7,971,503	868,106	436,700	95.3%	30,444
Special Projects	744,127	582,341	30,127	131,659	82.3%	80,000
Transfer-Out	-	-	-	-	0.0%	322,000
Other	49,000	-	-	49,000	0.0%	-
TOTAL EXPENSES	10,222,025	8,685,240	898,233	638,553	93.8%	432,444
<i>Revenue Less Expense</i>	2,301,090	337,062	(898,233)	2,862,261		147,030

CITY OF SANTA BARBARA
Interim Statement of Revenues and Expenditures
For the Eleven Months Ended May 31, 2022 (91.7% of Fiscal Year)

ENERGY AND CLIMATE MANAGEMENT FUND

	Revised Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
REVENUES						
Service charges	2,369,071	2,171,648	-	197,423	91.7%	1,698,089
Grants	184,600	169,601	-	14,999	91.9%	175,561
Miscellaneous	-	1	-	(1)	100.0%	48,339
Operating Transfers-In	-	-	-	-	0.0%	302,896
TOTAL REVENUES	2,553,671	2,341,250	-	212,421	91.7%	2,224,886
EXPENSES						
Salaries & Benefits	501,398	450,967	-	50,431	89.9%	331,799
Materials, Supplies & Services	1,839,379	1,214,781	134,704	489,894	73.4%	988,854
Special Projects	160,774	9,402	51,744	99,628	38.0%	18,855
Transfer-Out	-	-	-	-	0.0%	250,000
Debt Service	24,140	22,128	-	2,012	91.7%	22,128
Capital Outlay Transfers	100,870	92,464	-	8,406	91.7%	221,458
Equipment	4,000	646	-	3,354	16.2%	-
Capitalized Fixed Assets	169,600	91,000	78,600	-	100.0%	-
TOTAL EXPENSES	2,800,161	1,881,389	265,047	653,725	76.7%	1,833,094
<i>Revenue Less Expense</i>	<i>(246,490)</i>	<i>459,861</i>	<i>(265,047)</i>	<i>(441,303)</i>		<i>391,792</i>

NOTE-These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Administration, Library

SUBJECT: Sole Source Purchase Order For Library Automated Materials Handling (AMH) Machine

RECOMMENDATION: That Council:

- A. Authorize the Library Director to execute a sole source Purchase Order to Lyngsoe Systems in the amount of \$115,518, plus an additional \$11,552 for additional services that may be needed according to the Sole Source provisions of Santa Barbara Municipal Code Section 4.52.070 (K) in order to install automated material handling (AMH) equipment;
- B. Authorize the Library Director to execute Purchase Orders to Lyngsoe Systems in the amount of \$44,719 for support, maintenance and parts in Fiscal Years 2023 through 2028, subject to availability and approval of budgeted funds.

DISCUSSION:

Automated materials handling (AMH) equipment is designed to automate the sorting of library items and eliminate manual tasks, creating efficiencies for staff and providing library patrons a higher level of service. Santa Barbara Public Library circulates nearly 1.7 million items a year, and the additional AMH purchase will improve the efficiency at which books and other items are returned to shelves. The proposed system will also seamlessly integrate with the existing Koha Integrated Library System (ILS) for improved book return and streamlined handling of materials.

The Library currently owns one Lyngsoe Systems AMH on the Main Level that is used extensively by patrons for book return and sorting. An additional AMH was approved for the newly designed lower level staff workspace to continue efficiencies in sorting and shelving children's material and in shipment to other branches. The additional AMH provided by Lyngsoe Systems would be compatible with existing equipment, allowing for

the flexibility of parts and accessories to be shared among the two systems and for ease of configuration.

Library staff have done extensive research on the various vendors that provide AMH equipment. Lyngsoe Systems offers many features that the other vendors do not, including:

- Radio Frequency Identification (RFID) compatible with the library's current RFID system; making installation, support and ongoing maintenance easier, more cost effective and manageable.
- Expandable and reconfigurable with minimal costs and effort; unlike other systems, we could easily expand to a system that manages multiple floors or move the system completely.
- Full capability to connect with long distance transport conveyors, item lifts between floors.
- Tote Check in system – which automates the processing of transfer bins to branch libraries.
- Intelligent Materials Management System, which can assign the collection to the branches where it is needed most, not just where it is returned.
- A hybrid model that automatically checks in barcodes as well as items with RFID tags; In order to not just optimize, but eliminate completely, check-in from staff workflow, the Library must purchase a system with the ability to do both.

BUDGET/FINANCIAL INFORMATION:

The total cost for the Lyngsoe Systems AMH is \$171,789, which includes an additional 10% for any other additional parts or supplies needed and a five-year maintenance and service agreement. In Fiscal Year (FY) 2022, \$150,000 was budgeted in the Library's capital fund for the purchase of an additional AMH for the lower level staff space. The remaining balance will be paid from the Library's supply budget.

ATTACHMENT(S): Proposal from Lyngsoe Systems

PREPARED BY: Kristina Hernandez, Library Services Manager

SUBMITTED BY: Jessica Cadiente, Library Director

APPROVED BY: City Administrator's Office

July 1, 2022

Santa Barbara Public Library

Proposal: Standalone Staff Induction Only Sorter for Lower Level

Jessica, Kristina and Santa Barbara Library Team,

After many years, we are excited to propose you the finalized version of the downstairs staff induction only sorter. Per your request, half of this sorter features the tote stacker chutes and the other are ergo trolleys. As you know, you will need to buy new plastic totes instead of using the cloth tote bags, and the clamshell style totes do not work with tote stacker chutes.

These are truly the top of the line sorting destinations. The Lyngsoe Team looks forward to your consideration and hearing back from you, if you have any questions, please do not hesitate to contact your account manager.

Warmest Regards,



Kenji Chilcott
Account Manager
805.338.6038



Neil Gillott
Director of Engineering
240.674.8441
Fax- 301.360.0911

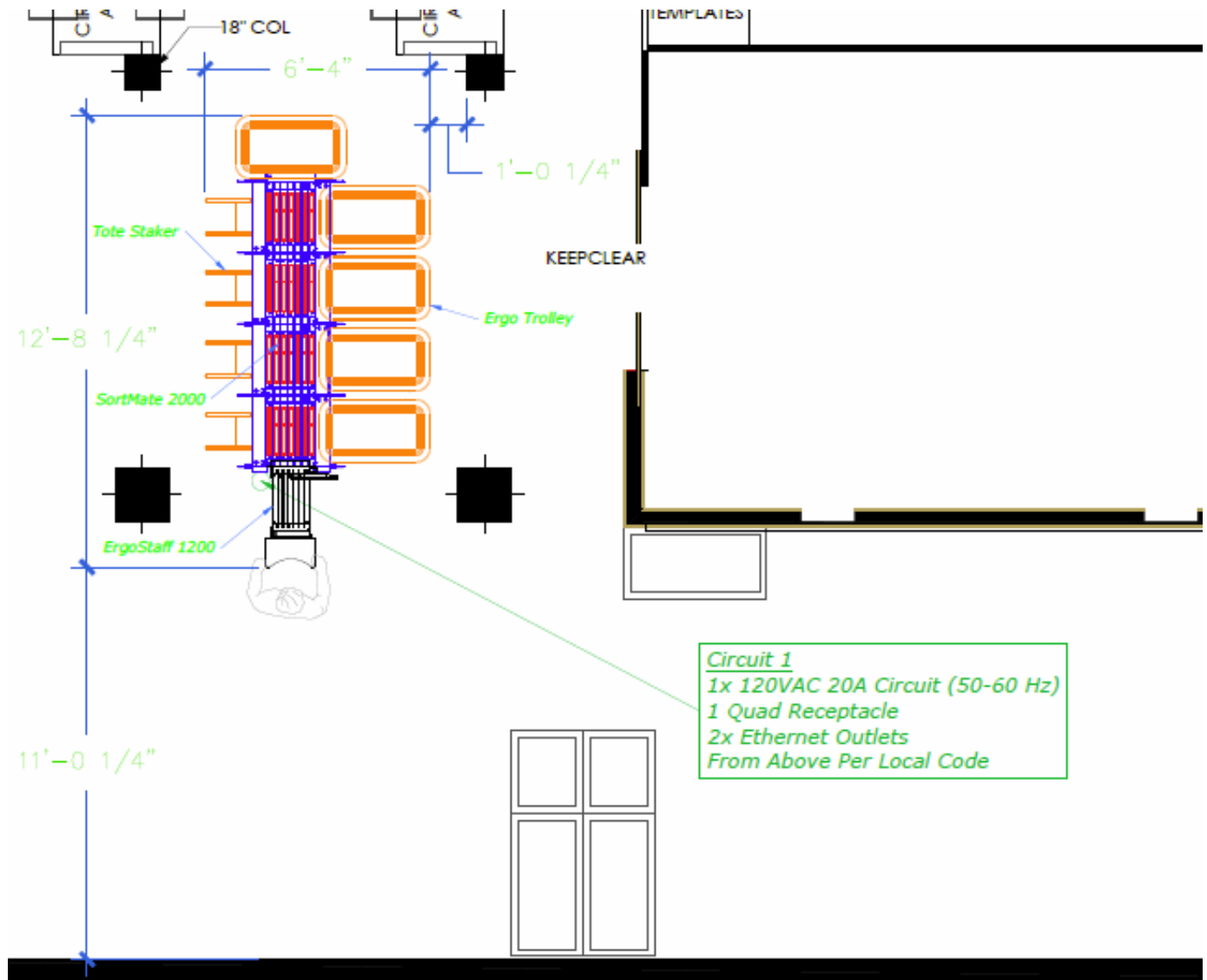


Cory McCoy
President
240.674.8443

Lyngsoe Systems Inc.
1664 Bowmans Farm Road
Suite 109
Frederick, MD 21701
www.lyngsoesystems.com/library

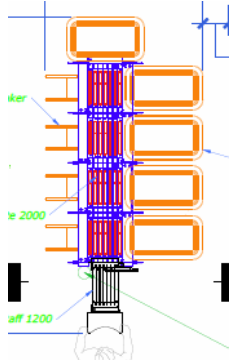


DRAWINGS






PRICING

Santa Barbara Library System Branch Sorter Pricing		Price
Sortation System – Interior Downstairs Option 4 (9-bin) <i>Lyngsoe Dwg: B25366-002-4-0</i> <u>Sortation System</u> <ul style="list-style-type: none">Qty (1) Ergo Staff™ ES1200 Staff induction check in station (RFID Top scan barcode Hybrid) with touchscreen interface, hold slip printing, height adjustable work surface, backdatingQty (1) Hold Slip PrinterQty (1) Sort Mate™ SM2000 High-Speed Sorter with 9-destinations<ul style="list-style-type: none">(4) Tote Stacker destinations with chute full capability(4) Ergo Trolley™ destinations(1) Ergo Trolley™ destination exceptions bin(1) Lyngsoe Sort Controller (LSC)System Delivery and Set upShippingParts Warranty (Standard 12 month)Hotline (24/7) (Standard 12 month)Spare Parts (on-site kit)		
		
Equipment pricing		\$100,223
<u>Sort Bins</u> <ul style="list-style-type: none">Qty (5) Ergo Trolley™		
Sort Bins		\$6,000
Total USD		\$106,223
Sales Tax 8.75%		\$9,295
Grand Total USD		\$115,518



System accessories	
<p><u>Ergo Trolley™ STANDARD</u></p> <ul style="list-style-type: none">Qty (1) Ergo Trolley™ Auto Level Trolley 36.8: L x 20.9" W x 34" H	
	
Option price	\$1,200 USD

NOTE: Price excludes any and all required building modifications which are the responsibility of the Building Owner.

Price excludes any tax or local duties unless otherwise specified

Options pricing is only valid if purchased with the main system.



PAYMENT TERMS

20% on receipt of order
35% on shipment
45% at beneficial use
net 30 days

Late payments subject to 1-½% interest charges per month.

This proposal is based on Lyngsoe Systems' standard terms and conditions.

Sales tax, or other state and local taxes have not been included unless specifically stated.

PRELIMINARY PROJECT SCHEDULE

This project schedule represents a framework schedule for each site.

Contract Signature/Letter of Authorization	: Receipt of PO
Drawings Approved	: 1 weeks At Receipt of Order (ARO)
Shipment	: 20 weeks ARO
Start Installation	: 28 weeks ARO
Installation Completed	: 29 weeks ARO
Final Acceptance (Start of Warranty)	: 30 weeks ARO

This Proposal Is Valid For 3 Months

TERMS AND CONDITIONS

As per Standard Lyngsoe Terms and Conditions



SERVICE

EXTENDED SERVICE PLANS

Recommended Service plan for a system this size would consist of the following:

Hotline-	Access to the Lyngsoe Toll Free Hotline Engineers 24 hours a day, 365 days a year
Preventative Maintenance Visits-	A Lyngsoe Technician will travel to site for one (1) system audit and perform preventative maintenance tasks. This work certifies the availability of parts warranty
Training	During acceptance of the system and during Preventative Maintenance visits, we will train staff assuring proper operation and maintenance procedures
On-Site Spare Parts Kit	Included with your system is a collection of spare parts and tool kit to assure the system can be brought back to operation quickly after a failure
Extended Parts Warranty	Non-Wear Part failures by normal use (vandalism excluded) will be replaced at no cost

Service Pricing Option 1

	<u>Hotline</u>
	<u>Preventative Maintenance</u>
	<u>Extended Parts Warranty</u>
Year 1	included
Year 2	\$10,730
Year 3	\$11,021
Year 4	\$11,325
Year 5	\$11,643



CONTRACT APPROVAL

Proposal Number: 185.126.012

Proposal Date: July 1, 2022

This Proposal Remains Valid Through: October 1, 2022

This Sales Agreement, hereinafter called "Agreement", made by and between the Santa Barbara Library System, hereinafter called "Buyer", and Lyngsoe Systems Inc. with its principal place of business located at 1664 Bowman's Farm Rd, ste 109, Frederick MD 21701 called "Seller", constitutes agreement of the parties as follows:

CONTRACT DOCUMENTS

In addition to the attached Terms and Conditions of Sale, the following documents (collectively "Contract Documents") are also part of the Agreement and are hereby incorporated into the Agreement. Should the additional Contract Documents or different or additional terms and conditions contain any term or condition inconsistent with the Terms and Conditions of Sale, the Terms and Conditions of Sale shall govern. The additional Contract Documents, copies of which are appended hereto, are as follows:

Seller's Proposal 185.126.012 dated July 1, 2022, including Seller's Drawings as listed in Seller's Proposal 185.126.012 dated July 1, 2022 ("Proposal").

Summary of Scope to be purchased

Sorter Option#	_____	Price	_____
Option	_____	Price	_____
Option	_____	Price	_____
		TOTAL	_____

AUTHORIZED FOR BUYER BY:

Buyer _____
Signature _____
Name _____
Title _____
Date _____

AUTHORIZED FOR SELLER BY:

Seller Lyngsoe Systems Inc.
Signature _____
Name Cory McCoy
Title President
Date _____



OWNER'S RESPONSIBILITIES

- a) Provide any necessary permits and/or licenses.
- b) Provide power to a location near the sorter and coordinated points near the conveyor route (within 10 feet) 120V single phase.
- c) If required, provide details of structural, or imbedded obstructions within floor or ceiling structures. X-ray or other methods is not included unless otherwise specified.
- d) Provide one network drops per Library Mate™ or Ergo Staff™, one for each sorter for communication and support, and one for onsite commissioner.
- e) Provide one SIP license for each check-in station.
- f) Allow for site to site VPN (IPSEC) for commissioning and ongoing hotline support. Additional details contained in LS Remote Customer Support document
- g) Provide a clear path for access to and from the system site for personnel and equipment.
- h) Provide secure, dry, convenient storage for equipment, tools and materials used on site.
- i) Provide adequate working space for the Lyngsoe Engineers. Provide lighting for the site at the location where the work is to be performed. Provide parking and restroom facilities. Provide onsite security.
- j) If special lift equipment is required, Lyngsoe Systems must have access to a ramp door.
- k) Areas of system to be broom swept by other contractors prior to the start of Lyngsoe Systems delivery.
- l) Provide no later than the scheduled start up date, the system site free and clear and ready for Lyngsoe Systems to begin set up. Lyngsoe Systems acknowledges that some degree of facility construction may be underway during set up. The Purchaser acknowledges its responsibility to minimize possible resulting disruptions to Lyngsoe Systems' set up process.
- m) Provide no later than start up date, all civil work and necessary removal or modifications of existing equipment or buildings. For instance, the building modifications required for the set up of the Library Mates™ in exterior or interior walls, and penetration points through walls required by the conveyor run. Architectural finishing of penetration points after set up of Library Mates™ if required.

CONFIDENTIALITY

Information, data and drawings embodied in this proposal are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Lyngsoe Systems.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Contract For Design Of Highway 101 Water Main Replacement At Los Patos Way

RECOMMENDATION:

That Council authorize the Public Works Director to execute a City Professional Services contract with Stantec Inc., in the amount of \$370,000 for design services for the Highway 101 Water Main Replacement at Los Patos Way and authorize the Public Works Director to approve expenditures of up to \$37,000 for extra services that may result from necessary changes in the scope of work.

DISCUSSION:

Background

The California Department of Transportation (CalTrans), in conjunction with the Santa Barbara County Association of Governments, is implementing the Highway 101 Widening Project in our region. In May of 2021, the City of Santa Barbara (City) received notice of a conflict with a water distribution main at the section of the highway-widening project near the southbound Los Patos Way off-ramp. As the owners of the utility, the City is responsible for relocating the main to eliminate the conflict. The timeline of the CalTrans project requires that the City complete the utility relocation design by January 2023 and complete construction by September 2023.

Project Description

The Highway 101 Water Main Replacement at Los Patos Way Project (Project) will relocate the City's existing water distribution main that is in conflict with CalTrans' proposed highway widening project. The design work consists of field investigations and an assessment of the best installation methods, followed by the complete design of the identified construction method. The anticipated pipeline construction method will be trenchless boring installation, which can be impacted by multiple variables, including the high water table and unknown soil conditions, and will require extensive coordination with both CalTrans and adjacent property owners. The scope includes geotechnical

assessments, survey services, preparation of a feasibility study, and completion of preliminary and final design plans and specifications.

Design Phase Consultant Engineering Services

Staff recommends that Council authorize the Public Works Director to execute a contract with Stantec Inc., (Stantec) in the amount of \$370,000 for design, and authorize expenditures of up to \$37,000 for potential extra services, for a total budgeted amount of \$407,000. Stantec is experienced in this type of work. Stantec is a qualified engineering firm and was selected as part of a competitive Request For Proposals process for On-Call Water Main Design services of a similar nature to this Project. The complexity and timeline of this work requires a separate contract for services outside of the City's existing on-call contract with Stantec.

Community Outreach

Outreach will be targeted to the residents and businesses along Los Patos Way, and with CalTrans for traffic impacts at the highway off-ramp.. Appropriate methods will be identified with the development of the Project design. Anticipated methods include timely, courteous, and polished notifications by mail, combined with direct contact early in the design stage. Notifications by mail and announcements on Government TV and web-based social forums will be used during the bidding stage, prior to construction. During construction, additional notifications by mail and announcements will be used, combined with direct contact for residents and businesses.

BUDGET/FINANCIAL INFORMATION:

The following summarizes all estimated total Project costs:

ESTIMATED TOTAL PROJECT COST:

Design (Stantec)	\$407,000
Other Design Costs - City staff, Environmental (assessments, etc.)	\$83,000
<i>Subtotal</i>	\$490,000
Estimated Construction Contract with a Change Order Allowance	\$1,100,000
Estimated Construction Management/Inspection	\$100,000
Estimated Other Construction Costs (testing, permitting, etc.)	\$50,000
<i>Subtotal</i>	\$1,250,000
TOTAL PROJECT COST	\$1,740,000

There are sufficient expenditure appropriations in the Water Main Replacement Project in the Water Capital Fund in Fiscal Year 2023 to cover these Project costs, including the proposed contract and extra services with Stantec, Inc.

A copy of the contract may be requested from the Public Works Department for public review by contacting PWInfo@SantaBarbaraCA.gov.

ENVIRONMENTAL REVIEW:

Executing this design services contract does not require California Environmental Quality Act (CEQA) review. Replacement of the water main at Highway 101 and Los Patos Way will require CEQA review. CEQA review will be completed with the development of the Project design.

WATER COMMISSION RECOMMENDATION:

The Water Commission reviewed this item at its meeting on June 9, 2022, and recommended this item on to Council in a vote of 5-0 in favor of the recommendation.

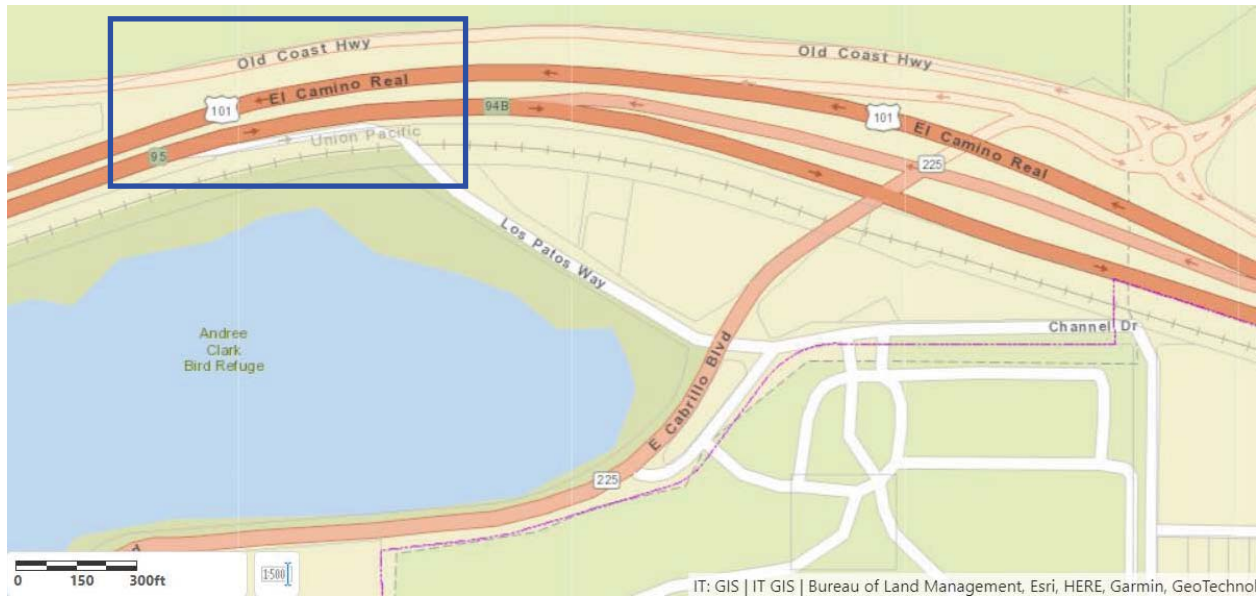
ATTACHMENT: Vicinity Map

PREPARED BY: Philip Maldonado, P.E., Interim Principal Civil Engineer/VF/Im

SUBMITTED BY: Clifford M. Maurer, P.E., Public Works Director

APPROVED BY: City Administrator's Office

HWY 101 Water Main Replacement at Los Patos Way - Vicinity Map





CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Recreation Division, Parks and Recreation Department

SUBJECT: Agreements For Afterschool Recreation Programs

RECOMMENDATION:

That Council authorize the Parks and Recreation Director to enter into agreements with the Santa Barbara Unified School District for the Recreation Afterschool Program and Junior High Afterschool Sports Program.

DISCUSSION:

Each year, the City and the Santa Barbara Unified School District (SBUSD) enter into agreements to define terms and budgets for the administration of the Recreation Afterschool Program (RAP) and Junior High Afterschool Sports Program. The programs are an important community service that provide essential support to families during the crucial afterschool hours. National statistics show that the afterschool hours, between 3:00 to 6:00 pm, have the highest incidents of juvenile crime and youth engaging in inappropriate behaviors.

Recreation Afterschool Program (RAP)

The RAP provides recreation services, homework help, and afterschool care at four elementary school sites for 16 hours per week. In Fiscal Year 2022, 195 unduplicated participants attended the program, with 200 available spots each day and an average of 165 participants per day. The program is very affordable. Participants pay \$1,200 for the entire school year or they have the option to go on a payment plan. The Parks and Recreation Department General Fund budget includes financial support of up to \$50,000 a year for scholarships and administrative support. Scholarship recipients are students who are in need of assistance as identified by School Principals or can provide proof of low income as defined by the City's Affordable Housing Income Limits. The Fiscal Year 2023 agreement reflects the City's continued support of \$50,000 for this program.

Junior High Afterschool Sports Program

Jointly funded since 1985 in collaboration with SBUSD, the Junior High Afterschool Sports Program is provided on all four junior high campuses. In Fiscal Year 2017, as a result of increased afterschool sport opportunities and significant participation increases, the City increased the annual contribution from \$20,000 to \$32,000. During Fiscal Year 2019, pre-pandemic, SBUSD continued to see positive program growth and results. A total of 602 unduplicated junior high youth participated in seven different afterschool sport opportunities. The Fiscal Year 2023 agreement reflects the City's continued support of \$32,000 for this program.

On June 14, 2022, the Santa Barbara Unified School District Board approved the execution of these agreements with the City. These agreements are for one year ending June 30, 2023.

BUDGET/FINANCIAL INFORMATION:

Funding for these afterschool programs is included in the Youth Activities program within the adopted Fiscal Year 2023 Parks and Recreation General Fund budget.

A copy of the agreement may be requested from the Parks and Recreation Department for public review by contacting Rose Nevarez at RNevarez@SantaBarbaraCA.gov.

PREPARED BY: Adam Porte, Acting Senior Recreation Supervisor

SUBMITTED BY: Jill E. Zachary, Parks and Recreation Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Parks Division, Parks and Recreation Department

SUBJECT: City And Santa Barbara Unified School District Joint Use Park Ranger Patrol Services Agreement

RECOMMENDATION:

That Council authorize the City Administrator to enter into a one-year agreement with the Santa Barbara Unified School District (SBUSD) for Park Ranger Patrol Services at SBUSD properties at a cost to SBUSD in the amount of \$34,546.

DISCUSSION:

For the past 30 years, the City and SBUSD have had a Park Ranger Patrol Services Agreement whereby Park Rangers patrol school sites. This agreement states that the SBUSD shall pay the City \$34,546 annually for Park Ranger Services, payable in two equal installments of \$17,273 in July and January. Under this agreement, Park Rangers patrol Santa Barbara and La Cumbre Junior High Schools seven days per week from 3:30 pm until dark; Santa Barbara High School and La Colina, Santa Barbara, and La Cumbre Junior High Schools on weekends from 11:00 am until 7:00 pm; and Franklin, McKinley, Harding University Partnership School, Washington, Cleveland, Roosevelt, Adams, and Monroe Elementary Schools on weekends and holidays from 11:00 am until 7:00 pm.

Park Ranger duties include coordination with administration at each school for security needs and issues, patrolling facilities, conducting premise security checks, documenting and reporting graffiti and vandalism, enforcing appropriately adopted rules and prohibitions per SBUSD direction, and issuing citations as necessary. During the 2021-2022 school year, rangers conducted 1,713 patrols. Actions taken include:

- Discovered and reported unsecured facilities at Washington Elementary and La Colina Jr. High Schools.
- Removed 3-10 teenagers observed regularly at Cleveland Elementary School riding bikes throughout campus and smoking marijuana.

- Provided medical assistance for a skate boarder who hurt their wrist falling at Washington Elementary School.
- Coordinated with Santa Barbara Police Department to stop drinkers who were leaving broken beer bottles regularly in the kindergarten area at Franklin Elementary School.
- Removed individuals jumping over fencing for unauthorized use of stadium and tennis and basketball courts at Santa Barbara High School.
- Reported and coordinated the removal of an illegally dumped air conditioner at Harding Elementary School in the alley behind school.
- Reported graffiti and removed unpermitted skaters from all school campuses on multiple occasions.

On June 14, 2021, the SBUSD Board of Education approved the execution of the agreement with the City. The Parks and Recreation Department recommends that the City continue support of the Joint Use Park Ranger Patrol Services Agreement. This agreement is for one year ending June 30, 2023.

BUDGET/FINANCIAL INFORMATION:

The Fiscal Year 2023 Parks Division operating budget includes \$34,546 in budgeted revenue for Park Ranger Services.

A copy of the agreement may be requested from the Parks and Recreation Department for public review by contacting Rose Nevarez at RNevarez@SantaBarbaraCA.gov.

PREPARED BY: Simón Herrera, Parks Manager

SUBMITTED BY: Jill E. Zachary, Parks and Recreation Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Properties Division, Airport Department

SUBJECT: Assignment And Assumption Of Lease – Super 8 Parking Lot

RECOMMENDATION:

That the Council approve and authorize the Airport Director to execute an Assignment and Assumption of Lease between Oceanic Santa Barbara LP, a California limited partnership, and the Housing Authority of the County of Santa Barbara, for that real property located adjacent to 6021 Hollister Ave. Goleta, California, encompassing 22,009 square feet of paved land pursuant to the lease with the City of Santa Barbara known as Agreement No. 21,810 dated September 20, 2005.

DISCUSSION:

The subject Premises is located near the southwest corner of Hollister Avenue and S. Fairview Avenue and serves as the south parking lot to the Super 8 Motel.

The Super 8 Motel was originally constructed in 1961 and has been operated as a motel under various names since that time. A prior owner of the Super 8 Motel entered into a lease agreement with the City of Santa Barbara to lease the Premises in order to provide needed parking to operate the Motel.

The original term of the lease began November 1, 2005 for a duration of 15 years terminating on October 31, 2020. The lease provides the lessee (2) 5-year options to renew. The first 5-year option was successfully renewed for the period from November 1, 2020 to October 31, 2025. The second 5-year option to renew, if exercised, would extend the lease from November 1, 2025 to October 31, 2030. The current monthly rent is \$6,718.40 with annual rent of \$80,620.80, and the lease provides for annual rent adjustments based on the Consumer Price Index (CPI).

The Housing Authority of the County of Santa Barbara has acquired the fee simple interest in the property located at 6021 Hollister Ave. Goleta, CA 93117, known as the

Super 8 Motel. As part of this transaction, the Housing Authority desires to assume the parking lot lease as well.

The intended use of the Super 8 Motel by the Housing Authority is to convert the Super 8 Motel to permanent supportive housing, some transitional/bridge housing and space for the provision of onsite support services. There will be an onsite resident manager. The first floor will include existing units converted to offices and community space for residents and for the provision of onsite support services. Approximately nine units on the first floor will be converted to transitional/bridge housing units with a maximum stay of 24 months. The second and third floor units will be converted to permanent supportive housing. Part of this rehabilitation includes adding small kitchenettes to all housing units. The plan is to have 50 permanent supportive housing units, 9 transitional/bridge housing units and 1 manager's unit. Most residents will not have cars, but some will. Parking will also be required for onsite support service staff and visitors.

BUDGET/FINANCIAL INFORMATION:

The Housing Authority of the County of Santa Barbara will be assuming the lease under all of its current terms and conditions with no changes to the lease. As a result, there will be no financial or budgetary impact due to the assignment and assumption.

PREPARED BY: Robert E. Dixon, Airport Properties Manager

SUBMITTED BY: Brian D'Amour, Interim Airport Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Information Technology Department

SUBJECT: Professional Services Contract For Land-Use Permitting Software (Accela) System Enhancements

RECOMMENDATION:

That Council authorize the Information Technology Director to execute a City Professional Services contract with Accela, Inc. in the amount \$683,296, for permitting software system enhancements to include licensing, cloud migration, upgrades, and improvements and authorize the Information Technology Director to approve expenditures of up to \$8,750 for extra services that may result from necessary changes in the scope of work.

DISCUSSION:

In July 2015 the City of Santa Barbara issued a request for proposal to replace the existing permitting system, Tidemark Advantage. On June 28, 2016, City Council approved the purchase of Accela to replace Tidemark Advantage.

The initial implementation began in October 2016 and was completed in March 2019. This included two change orders in October 2017 and June 2018.

On March 8, 2022, the City Council appropriated \$250,000 of the second tranche of American Rescue Plan Act (ARPA) funds to upgrade and improve the Accela permitting system.

The current Accela system is end of life and requires an upgrade to remain supported by Accela. In addition, the Information Technology Department strives to maintain a cloud first policy for software, where feasible, and this migration allows for that transition. Accela will perform a migration and upgrade of our on-premise environment to the Accela Software as a Service platform.

Improvements are also needed for the Developer-facing Accela Citizen Access application to streamline functionality, usability, and adoption. Accela will implement the Premium Citizen Experience utilizing their OpenCities product.

Lastly, this agreement provides annual software licensing, maintenance, support, and improvements for the Software as a Service platform and the Premium Citizen Experience for three-years.

The expected go-live for the enhancements to the permitting software is winter 2022.

BUDGET/FINANCIAL INFORMATION:

The total cost for the proposed agreement is \$683,297, which includes one-time implementation costs of \$87,500 in the first year, and \$595,797 in licensing, maintenance, support, and improvement costs over three years. This past March, Council appropriated \$250,000 of American Rescue Plan Act (ARPA) funds towards the cost of this project. This funding will cover the one-time implementation costs and a portion of the licensing, maintenance, support, and improvement costs in the first year. The balance of the licensing, maintenance, support, and improvement costs in the first year were included in the Fiscal Year 2023 Information Technology Operating Fund budget, which was recently adopted. As such, there are sufficient expenditure appropriations in the Adopted Information Technology Operating Fund and Information Technology Capital Fund budgets in Fiscal Year 2023 to fund the proposed contract.

One-time costs for the migration and upgrade of the current on-premise environment to the Accela Software as a Service (cloud) platform is \$50,000. As mentioned above, a portion of the ARPA funds will cover these costs.

The implementation of the OpenCities product is \$37,500, which will also be covered by a portion of the ARPA funds.

The annual licensing costs for maintenance, support, and improvements are as follows:

Item	FY2023	FY2024	FY2025	Total
Accela licensing, maintenance, support, and improvements	\$190,863	\$198,497	\$206,437	\$595,797
Payment terms	Planned	Planned	Planned	Planned

\$90,398 of the annual licensing costs for maintenance, support, and improvements are included in the Fiscal Year 2023 Information Technology Operating Fund budget. The remaining annual licensing costs of \$100,465 for maintenance, support, and improvements, and any necessary changes in scope of work up to \$8,750 will be covered by ARPA funds.

For the remaining two years of the contract, licensing costs for maintenance, support, and improvements will be included in Staff's recommended Information Technology Operating Fund budgets in Fiscal Year 2024 and 2025.

PREPARED BY: Justin Cure, Information Technology Director

SUBMITTED BY: Justin Cure, Information Technology Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Designation Of Voting Delegate For League Of California Cities Annual Conference

RECOMMENDATION:

That Council designate Mayor Randy Rowse as the City's voting delegate, and designate Council Members Eric Friedman and Mike Jordan as alternates to represent the City of Santa Barbara at the League of California Cities Annual Meeting September 7-9, 2022.

DISCUSSION:

The League of California Cities (League) holds a meeting each year to consider proposals from the League on legislative matters that establish League policy. The City Council must select a voting delegate and up to two alternates to represent the City of Santa Barbara at the meeting.

ATTACHMENT: League of California Cities Voting Delegate Action Advised Letter

PREPARED BY: Nicole Grisanti, Administrator's Office Supervisor

SUBMITTED BY: Rebecca Bjork, City Administrator

APPROVED BY: City Administrator's Office



LEAGUE OF
CALIFORNIA
CITIES

CITY Santa Barbara

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: Randy Rowse

Title: mayor

2. VOTING DELEGATE - ALTERNATE

Name: Eric Friedman

Title: Council member

3. VOTING DELEGATE - ALTERNATE

Name: Mike Jordan

Title: Council member

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Sarah Gorman

Email: SGorman@santabarbaraca.gov

Mayor or City Clerk _____
(circle one) (signature)

Date: 7/19/22 Phone: 805-564-5310

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department
Planning Division, Community Development Department

SUBJECT: Adoption Of Final Mitigated Negative Declaration And Award Of Contract For Architecture And Design Services For The Police Station Project (Resolution; Contract)

RECOMMENDATION: That Council:

- A. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Adopting the Final Mitigated Negative Declaration for the Police Station Project, Making the Required Environmental Review Findings, Designating the Cota Commuter Lot at 601 Santa Barbara Street as the final location for the Police Station Project, and Directing the Filing of a Notice of Determination; and
- B. Authorize the Public Works Director to execute a City Professional Services contract with Cearnal Collective, LLP in the amount of \$4,564,111 for design services for the Police Station Project, and approve expenditures of up to \$368,763 for extra services that may result from necessary changes in the scope of work.

EXECUTIVE SUMMARY:

A Draft Mitigated Negative Declaration (MND) was prepared to analyze the potential environmental effects of the proposed Police Station Project (Project). The Draft MND was available for public review during the 30-day comment period and was reviewed at a public hearing held by the Planning Commission. Mitigation measures to reduce potentially significant impacts to less than significant levels were identified. The Final MND concludes that no significant environmental impacts would result from the Project. With Council's adoption of the Final MND, the Project is ready to advance into the final phase of architectural and design services. The recommended contract with Cearnal Collective, LLP (Cearnal) includes the scope of work, divided into sub-phases, for the remainder of the Project through construction. Each sub-phase has a budget, schedule, and deliverables, and the City of Santa Barbara (City) will authorize each sub-phase prior to initiating work. The initial authorization and encumbrance of funds in Fiscal Year 2023 for the first sub-phase, Phase 4.1, for the recommended Cearnal contract is \$1,721,423.80.

DISCUSSION:

Project Description

The Project consists of the demolition of the existing Cota Commuter Lot at 601 Santa Barbara Street (formerly 119 East Cota Street) and the construction of a new three-story, approximately 53-foot-tall, approximately 64,000-square-foot Police Station building, and the associated 37.5-foot-tall, approximately 84,000-square-foot parking structure to accommodate 236 parking spaces, with 128 spaces for Police Department fleet vehicles and 108 spaces for employee vehicles. Each structure will have a subterranean level. Emergency service antennas will be installed on the roof of the parking structure. Eight additional vehicle surface parking spaces and four bicycle parking spaces will be provided for visitors. Grading includes 22,000 cubic yards of export. A total of 23 Tipuana tipu trees and 12 oak trees will be removed; 9 Tipuana tipu trees will be protected. The existing Metropolitan Transit District bus stop shelter on Cota Street will be relocated further down Cota Street. The existing plaques commemorating the old Lincoln School will also be relocated and incorporated into the Project.

Background

On June 25, 2018, a Professional Services Agreement (PSA) was executed with Cearnal for Phase 1 for Programming and Data Synthesis, as part of the Project's Site Selection process. A second PSA with Cearnal was executed on August 14, 2018, for Phase 2 for Site Analysis and Site Selection. On September 17, 2019, City Council selected the Cota Commuter Lot as the preferred site for environmental review for the Project and directed staff to initiate environmental review and conceptual project design. The First Amendment to the design contract was subsequently executed on October 29, 2019, for Phase 3 of the Project for Conceptual Design, Schematic Design and Development Application Review Team (DART) application preparation. Cearnal prepared the drawings and submittal package and the proposed Project was reviewed by the City's Pre-Application Review Team in December 2019. On March 17, 2020, Council designated the proposed Project as a Community Priority Project. Obtaining this designation allowed the Project to move forward to request a height exception from the Planning Commission. The proposed Project was again reviewed by the Pre-Application Review Team in November 2020. On March 18, 2021, the Planning Commission held a conceptual review hearing on the Project and granted the height exception. The Project received three rounds of review by Land Development Team staff and was reviewed by the Architectural Board of Review on four occasions.

Environmental Review

The California Environmental Quality Act (CEQA) provides that a Negative Declaration or MND shall be prepared if all environmental impacts of the Project can be clearly determined to be less than significant or mitigated to less than significant levels with project refinements or other mitigation measures, and if the Project applicant has agreed to all mitigation measures identified in the MND needed to avoid or reduce potentially

significant impacts. The preparation of an Environmental Impact Report (EIR) is for analysis of impacts that are significant, or are unknown and potentially significant, including identifying any feasible mitigation measures or project alternatives to avoid significant impacts or reduce them to less than significant levels. The CEQA Guidelines Section 15382 define a significant effect on the environment as, “a substantial or potentially substantial adverse change in any of the physical conditions within the area affected by the Project.”

Staff prepared an Initial Study based on extensive technical studies prepared by consultants within their respective areas of expertise. It was determined that a MND was the appropriate environmental document because the analysis demonstrated that the Project’s effects on the environment would be less than significant or mitigated to less than significant levels with measures agreed-to by the applicant.

Mitigation measures were identified and agreed-to by the applicant for the following issue areas to reduce potentially significant short-term construction and long-term operational impacts to less than significant levels:

Short-Term Construction-Related:

- Air quality (requires heavy-duty diesel-powered construction equipment to be equipped with Tier 4 Final or better diesel engines to reduce emissions of diesel particulate matter);
- Biological resources (requires a pre-construction survey and buffer zone if active nests are found to reduce impacts to nesting birds; requires 44 new trees be planted offsite, and requires tree protection measures for remaining trees, to be consistent with the Climate Action Plan, Tree Preservation Ordinance, and reduce impacts to trees);
- Cultural resources (requires awareness training for construction workers, requires monitoring by archaeologist, and implementation of the limited data recovery plan to reduce impacts to historic resources);
- Geology and soils (requires adherence to final geotechnical report and consistency with the Essential Services Buildings Seismic Safety Act to reduce seismic ground shaking impacts; requires consideration of anchor tie-backs to reduce impacts to adjacent buildings and right of ways; requires a dewatering permit and monitoring to reduce impacts related to shallow groundwater; requires removal of uncertified/non-engineered fill to reduce long term ground stability impacts; and requires monitoring to reduce impacts to any undiscovered paleontological resources);
- Hazards and hazardous materials (requires proper disposal of soils with elevated levels of arsenic and requires preparation of a Soil Management Plan to provide guidance if contaminated soil is found to reduce impacts related to hazardous materials);
- Noise (requires installation of temporary barriers, a vibration mitigation program, and coordination with neighbors to reduce noise impacts to neighboring uses);

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- Public services and utilities (requires a Solid Waste Management Plan to increase the diversion rate to 85% to reduce short-term solid waste impacts); and
- Water quality (requires monitoring of groundwater dewatering discharges and requires that storm water management features operate under high groundwater conditions to reduce impacts to groundwater quality and quantity).

Long-Term Operational-Related:

- Noise (requires noise barriers around emergency generators and requires passive, dissipative sound attenuation features in the building to reduce noise impacts from stationary sources, including emergency generators and firing range);
- Public services and utilities (requires a Solid Waste Management Plan to reduce the amount of solid waste going to the landfill to less than 40 tons per year to reduce long-term operational solid waste disposal impacts); and
- Water quality (requires monitoring of groundwater dewatering discharges if long-term dewatering is required to reduce impacts to groundwater).

The mitigation measures are provided in the attached Mitigation Monitoring and Reporting Program (MMRP).

A notice of the Draft MND's document availability, 30-day public comment period (May 13 to June 12, 2022), and public hearing date for the Planning Commission was mailed to surrounding property owners, interested parties, organizations, and agencies, and was also provided via newspaper notice. The Draft MND was also submitted to the State clearinghouse for review by State agencies and published online on the City's website.

A public hearing by the Planning Commission was held on June 2, 2022, to receive comments on the Draft MND pursuant to Municipal Code § 22.100.110. No one from the public wished to speak during the hearing, and two written comments were received. Planning Commissioners provided comments, which are reflected in the minutes from the meeting. During the 30-day public comment period, one additional letter was received from the public, and one letter was received from the Santa Barbara County Air Pollution Control District.

All letters received, as well as the Planning Commission minutes, are attached to the Final MND. CEQA does not require specific written responses to comments; however, staff prepared a general response to comments section, which is also attached to the Final MND. Based on comments received, some additions and clarifications have been made to the MND. The comments received presented no substantial evidence to indicate that the Project would have a significant effect on the environment and no additional mitigation measures were required in order to reduce an environmental effect to a level of less than significant. Adoption of the Final MND is required under Municipal Code § 22.100.120 C prior to Council making a final site selection for the Project and taking action on the Professional Services contract with Cearnal, which would allow the Project to move into the final phase of architectural and design services, as further described below.

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In order to adopt the Final MND, the following findings must be made per CEQA Guidelines Section 15074:

1. The City Council has considered the proposed Final Mitigated Negative Declaration together with comments received during the public review period process.
2. The City Council finds on the basis of the whole record before it (including the Initial Study and comments received) that there is no substantial evidence that the Project will have a significant effect on the environment.
3. The City Council finds that the Final Mitigated Negative Declaration reflects the City Council's independent judgment and analysis.
4. The City Council finds that the Final Mitigated Negative Declaration has been prepared in compliance with CEQA, and constitutes adequate environmental evaluation for the proposed Project.
5. A Mitigation Monitoring and Reporting Program for measures required in the Project or made a condition of approval to mitigate or avoid significant environmental effects has been prepared.
6. The location and custodian of the documents or other materials which constitute the record of proceedings upon which this decision is based is the City of Santa Barbara Community Development Department, 630 Garden Street, Santa Barbara, California.

These findings are incorporated into the recommend Resolution, which also adopts the Final MND, selects the Cota Lot as the Project location, and directs the filing of a notice of determination, completing the CEQA process for the Project. After adoption of the Final MND, the Project would proceed to the Planning Commission for consideration of the Development Plan approval and then to the Architectural Board of Review for consideration of Project Design and Final approvals.

The Draft MND was previously distributed to the Council. The Final MND is available online at:

<https://santabarbaraca.gov/services/construction-land-development/development-activity/environmental-documents/police-station>

Project Phases

With Council's adoption of the Final MND and final site selection, this Project is now ready to move into the final phase (Phase 4) of architecture and design services. The recommended contract with Cearnal consists of four sub-phases: 4.1 Design Development Drawings (DD's), 4.2 Construction Drawings (CD's), 4.3 Bidding and Negotiation (BN), and 4.4 Architectural Design Services During Construction (ADSDC).

Each sub-phase has a budget, schedule, and deliverables, and the City will authorize each sub-phase prior to initiating work. The DD, CD, and BN sub-phases are fixed fee, and ADSDC is time and materials with a not to exceed amount. The contract with Cearnal as the Architect of Record includes all architecture and engineering subcontractors.

There are multiple phases in the design of this Project, each with its own budget, deliverables, and schedule. The first three phases of architecture and design services with Cearnal are completed, and this final Phase 4 contract will include the scope of services for the remainder of the Project, through construction, as outlined in Exhibit A of the contract. Cearnal's contract includes subcontractors/sub consultants for Civil Engineer, Interior Architect, Structural Engineer, Mechanical-Electrical-Plumbing Engineer, Energy Modeling/Sustainability, Information and Communication Technology, Landscape Architecture, Waterproofing, Acoustical Engineer, Specification Writer, Door Hardware, and an allowance for a Detention Equipment Consultant.

Design Phase Consultant Engineering Services

Staff recommends that Council authorize the Public Works Director to execute a contract with Cearnal, in the amount of \$4,564,110.55 for Phase 4 architectural and design services, and \$368,762.80 for potential extra services, more specifically defined as Design Contingency, for a total amount of \$4,932,873.35. Cearnal is the Architect of Record for this Project and was selected through a competitive RFP process. Cearnal has successfully completed Phases 1 – 3 and is very experienced in this type of work.

BUDGET/FINANCIAL INFORMATION:

Sufficient funds for Project Phases 4.1 and 4.2 have been appropriated to the Project in the Fiscal Year 2023 Adopted Measure C Capital Budget. Project design costs for subsequent Phases 4.3 and 4.4 are included in the proposed contract with Cearnal Collective, LLP and will be funded in future fiscal year budgets and/or through a future bond measure (as shown in the Fiscal Year Breakdown table below).

The proposed initial encumbrance for Phase 4.1 of the Cearnal contract is \$1,721,423.80, which includes \$1,417,372.75 for the Design Development drawings, plus a 10 percent Design Contingency of \$130,248.90. An additional 10 percent Design Contingency (extra services allowance) of \$130,248.90 is being carried by the City and will be encumbered with the Phase 4.1 contract. The contract also includes anticipated reimbursable expenses, which have been divided equally between the four sub-phases. Subsequent sub-phases are included in the proposed contract, as mentioned directly above, and will be authorized by the City in writing upon future budget appropriations, as shown in the Fiscal Year Breakdown table below.

The following tables summarize all estimated total Project costs.

ESTIMATED TOTAL PROJECT DESIGN COST

The following summarizes all estimated total Project Design costs by Cearnal:

Phase 1	Programming and Data Synthesis (complete)	\$34,999.00
Phase 2	Site Analysis and Site Selection (complete)	\$194,700.00
Phase 3	Concept Design, Schematic Design and DART Application (30% Drawings) (complete)	\$658,048.00
Phase 1 – 3: Subtotal (complete)		\$887,747.00
Phase 4.1	Design Development	\$1,417,372.75
	Cearnal Design Contingency (10 percent)	\$130,248.90
	City Contingency (10 percent)	\$130,248.90
	Reimbursable Expenses (T & M)	\$43,553.25
	<i>Phase 4.1 Subtotal</i>	\$1,721,423.80
Phase 4.2	Construction Documents	\$1,355,942.50
	Cearnal Design Contingency (10 percent)	\$123,564.20
	City Contingency (10 percent)	\$123,564.20
	Reimbursable Expenses (T & M)	\$43,553.25
	<i>Phase 4.2 Subtotal</i>	\$1,646,624.15
Phase 4.3	Bidding and Negotiation	\$87,385.50
	Cearnal Design Contingency (10 percent)	\$8,011.30
	City Contingency (10 percent)	\$8,011.30
	Reimbursable Expenses (T & M)	\$43,553.25
	<i>Phase 4.3 Subtotal</i>	\$146,961.35
Phase 4.4	ADSDC (T & M - Not to Exceed)	\$1,160,434.00
	Cearnal Design Contingency (10 percent)	\$106,938.40
	City Contingency (10 percent)	\$106,938.40
	Reimbursable Expenses (T & M)	\$43,553.25
	<i>Phase 4.4 Subtotal</i>	\$1,417,864.05
Phase 4 Subtotal		\$4,932,873.35
Total Design Cost		\$5,820,620.35

Fiscal Year Breakdown (Design only)	
FY 2018 - 2022 (Complete)	\$887,747.00
FY 2023 (Phases 4.1 and 4.2)	\$3,368,047.95
FY 2024 (Phases 4.3 and 4.4)	\$250,000.00
FY 2025 (Phase 4.4)	\$657,412.70
FY 2026 (Phase 4.4)	\$657,412.70
TOTAL	\$5,820,620.35

ESTIMATED TOTAL PROJECT CONSTRUCTION COST

The following summarizes the Project's pre-final design, estimated construction costs. Detailed cost estimating and a cost escalation analysis will take place concurrently with sub-phases 4.1 and 4.2. The projected costs below are for the completion of the Police Station, but do not include future ownership costs to include: maintenance, preventative maintenance, or contractual obligations for the operations of the building and property. Identification and allocation of these costs will be determined once the cost for the specific scopes of work are determined.

Projected Construction Costs	\$80,000,000
Projected Total Soft Costs	\$12,000,000
<i>Total Estimated Construction Cost</i>	\$92,000,000

SUSTAINABILITY IMPACT:

City Resolution 07-018 requires that new City building construction be designed and constructed to achieve a Leadership in Energy and Environmental Design (LEED) Silver classification or, where LEED is not applicable for the Project, another green building program certification level that is contingent on the building type. Resolution 07-018 also requires new building construction and major renovations for City owned and operated buildings be designed to exceed State Title 24 Energy Requirements by 20 percent. In addition, the City's General Plan calls for the inclusion of solar energy to help meet the energy demand for the structure. Lastly, Council Resolution 17-043 commits the City to 100 percent renewable electricity by 2030. The Project, which is pursuing a zero net energy building design, is consistent with these goals.

A copy of the contract may be requested from the Public Works Department for public review by contacting PWInfo@SantaBarbaraCA.gov.

ATTACHMENT: Mitigation Monitoring and Reporting Program

PREPARED BY: Ashleigh A. Shue, P.E., Interim City Engineer/BH/sk

Council Agenda Report

Adoption Of Final Mitigated Negative Declaration And Award Of Contract For Architecture
And Design Services For The Police Station Project (Resolution; Contract)

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Kathleen Kennedy, Project Planner

SUBMITTED BY:

Clifford M. Maurer, P.E., Public Works Director
Elias Isaacson, Community Development Director

APPROVED BY:

City Administrator's Office

**Police Station Project
PLN2020-00627**

MITIGATION MONITORING AND REPORTING PROGRAM

PROJECT LOCATION

601 Santa Barbara Street (formerly 119 E. Cota Street)

PROJECT DESCRIPTION

The project consists of demolition of an existing parking lot and construction of a new three-story, approximately 53-foot-high, approximately 64,000-square-foot Police Station building, and associated 37.5-foot-high, approximately 84,000-square-foot parking structure to accommodate 236 parking spaces (128 for Police Department fleet vehicles and 108 for employee vehicles). Each structure would also have a subterranean level. Emergency service antennas would be installed on the roof of the parking structure. Eight additional vehicle surface parking spaces and four bicycle parking spaces would be provided for visitors. Grading includes 22,000 cubic yards of export. A total of 23 Tipuana tipu trees and 12 oak trees would be removed; 9 Tipuana tipu trees would be protected. The existing MTD bus stop shelter on Cota Street would be relocated along Cota Street. The existing plaques commemorating the old Lincoln School would also be relocated and incorporated into the project. The project requires Height Exception and Development Plan approvals by the Planning Commission and Project Design and Final approvals by the Architectural Board of Review. The parcel has a zoning designation of M-C (Manufacturing Commercial) and a General Plan Designation: of Commercial Industrial/ Medium High Density Residential/ Priority Housing Overlay (37-63 du/ac).

PURPOSE

The purpose of the **Police Station** Mitigation Monitoring and Reporting Program (MMRP) is to ensure compliance with all mitigation measures identified in the Initial Study to mitigate or avoid potentially significant adverse environmental impacts resulting from the proposed project. The implementation of this MMRP shall be accomplished by City staff and the project developer's consultants and representatives. The program shall apply to the following phases of the project:

- Plan and specification preparation
- Pre-construction conference
- Construction of the site improvements
- Post Construction

I. RESPONSIBILITIES AND DUTIES

A qualified representative of the developer, approved by the City Planning Division and paid for by the developer, shall be designated as the Project Environmental Coordinator (PEC). The PEC shall be responsible for assuring full compliance with the provisions of this mitigation monitoring and reporting program, as well as all applicable conditions of approval for the project. The PEC shall have authority over all other monitors/specialists, the contractor, and all construction personnel for those actions that relate to the items listed in this program.

It is the responsibility of the contractor to comply with all mitigation measures listed in the attached MMRP matrix. Any problems or concerns between monitors and construction

Police Station (PLN2020-00627)
Mitigation Monitoring and Reporting Program
July 13, 2022
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personnel shall be addressed by the PEC and the contractor. The contractor shall prepare a construction schedule subject to the review and approval of the PEC. The contractor shall inform the PEC of any major revisions to the construction schedule at least 48 hours in advance. The PEC and contractor shall meet on a weekly basis in order to assess compliance and review future construction activities. When deemed necessary by the Community Development Department, the City is authorized to stop work or recover costs to ensure the implementation or long-term performance of required mitigation measures.

A. PRE-CONSTRUCTION BRIEFING

The PEC shall prepare a pre-construction project briefing report. The report shall include a list of all mitigation measures and a plot plan delineating all sensitive areas to be avoided. This report shall be provided to all construction personnel.

The pre-construction briefing shall be conducted by the PEC. The briefing shall be attended by the PEC, construction manager, necessary consultants, Planning Division Case Planner, Public Works representative and all contractors and subcontractors associated with the project. Multiple pre-construction briefings shall be conducted as the work progresses and a change in contractor occurs.

The MMRP shall be presented to those in attendance. The briefing presentation shall include project background, the purpose of the MMRP, duties and responsibilities of each participant, communication procedures, monitoring criteria, compliance criteria, filling out of reports, and duties and responsibilities of the PEC and project consultants.

It shall be emphasized at this briefing that the PEC and project consultants have the authority to stop construction and redirect construction equipment in order to comply with all mitigation measures.

Once construction commences, field meetings between the PEC and project consultants, and contractors shall be held on an as-needed basis in order to create feasible mitigation measures for unanticipated impacts, assess potential effects, and resolve conflicts.

II. IMPLEMENTATION PROCEDURES

There are three types of activities which require monitoring. The first type pertains to the review of the Conditions of Approval and Construction Plans and Specifications. The second type relates to construction activities and the third to ongoing monitoring activities during operation of the project.

A. MONITORING PROCEDURES

The PEC and required consultant(s) shall monitor all field activities. The authority and responsibilities of the PEC and consultant(s) are described in the previous section.

Police Station (PLN2020-00627)
Mitigation Monitoring and Reporting Program
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B. REPORTING PROCEDURES

The following three (3) types of reports shall be prepared:

1. Schedule

The PEC and contractor shall prepare a monthly construction schedule to be submitted to the City prior to or at the pre-construction briefing.

2. General Progress Reports

The PEC shall be responsible for preparing written progress reports submitted to the City. These reports would be expected on a weekly basis during grading, excavation and construction, activities. The reports would document field activities and compliance with project mitigation measures, such as dust control and sound reduction construction.

3. Final Report

A final report shall be submitted to the Planning Division when all monitoring (other than long term operational) has been completed and shall include the following:

- a. A brief summary of all monitoring activities.
- b. The date(s) the monitoring occurred.
- c. An identification of any violations and the manner in which they were dealt with.
- d. Any technical reports required, such as noise measurements.
- e. A list of all project mitigation monitors.

C. MMRP MATRIX

The following MMRP Matrix describes each initial study mitigation measure, monitoring activities and the responsibilities of the various parties, along with the timing and frequency of monitoring and reporting activities. For complete language of each condition, the matrix should be used in conjunction with the mitigation measures described in full in the Initial Study.

The MMRP Matrix is intended to be used by all parties involved in monitoring the project mitigation measures, as well as project contractors and others working in the field. The Matrix should be used as a compliance checklist to aid in compliance verification and monitoring requirements. A copy of the MMRP matrix shall be kept in the project file as verification that compliance with all mitigation measures has occurred.

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
		DATE	ACCOMPLISHED	COMMENTS
AQ-1: Construction Equipment. During construction, heavy-duty diesel-powered construction equipment shall be equipped with Tier 4 Final or better diesel engines and compliance shall be verified by City staff.	Contractor			
BIO-1: Pre-construction Nesting Bird Survey. No vegetation or tree removal shall occur between February 1 and August 30, unless a pre-construction nesting bird survey is completed. A pre-construction survey for nesting birds shall be conducted by a qualified biologist to determine if active nests of special-status birds, or common bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code, are present in the construction zone or within 300 feet of the construction zone. Within one week prior to construction or site preparation activities, the biologist shall conduct the nesting bird survey. A pre-construction nesting bird report shall be completed and submitted to the Project Environmental Coordinator (PEC) within 48 hours of the survey.	Biologist			
BIO-2: Nesting Bird Buffers and Requirements. If active nests are found, a no-construction buffer shall be established at a minimum of 100 feet (this distance may be greater depending on the bird species and construction activity, as determined by the biologist) around the nest site where it overlaps with work areas. Tree and vegetation clearing and construction within the no-construction buffer shall be postponed or halted, at the discretion of the biologist, until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting. In addition, all active nests shall be mapped with a GPS unit and nest locations with 100-foot buffers overlain on aerial photographs to provide	Biologist			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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<p>regular updated maps to inform the construction manager and crew of areas to avoid. The biologist shall also serve as a construction monitor during the breeding season to ensure that there are no inadvertent impacts to nesting birds.</p> <p>Bird nest surveys shall be conducted every 14 days following identification of a bird nest until all birds have fled the nest and the nest is deemed inactive by the qualified biologist. A bird nest monitoring report shall be completed and submitted to the Project Environmental Coordinator (PEC) within 48 hours of each survey.</p>				
<p>BIO-3: Tree Replacement for Removed Trees. All trees to be removed, consisting of 9 coast live oaks, 23 tipu trees, and 3 southern oaks, shall be replaced with coast live oaks (or other native species) at a minimum replacement ratio of 1:1 plus 25%, and shall be planted offsite in a native habitat restoration area in Elings Park, or along the Las Positas Multiuse Path, at the discretion of the Parks and Recreation Department.</p> <p>All tree plantings shall be subject to a 5-year monitoring effort by an International Society of Arboriculture (ISA) Certified Arborist. This monitoring effort would consider growth, health, and condition of the subject trees to evaluate the replacement success. The monitoring effort may result in a recommendation of remedial actions should any of the tree plantings exhibit poor or declining health below the recommended replacement quantities.</p> <p>Prior to the issuance of the demolition permit, the planting and monitoring plan shall be submitted to the Community Development Department for review and approval. The plan shall identify the installation site for the replacement trees and include specific measures for protection, management, and monitoring of the trees. The plan shall include annual</p>	Arborist			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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reporting on the condition of the trees for a period of five years.				
<p>BIO-4: Tree Protection. The nine tipu trees indicated on the site plan to be preserved shall be protected during construction according to the tree protection measures in Appendix G of the Biological Assessment (Dudek, March 2022). Before the start of construction activities, all tree protection measures shall be in place. An ISA Certified Arborist shall inspect the tree protection measures regularly to ensure they are maintained through the construction of the project and provide a report to the Project Environmental Coordinator (PEC) for each inspection.</p> <p>In the event that a tipu tree is impacted such that it cannot survive during construction and/ or the 5-year monitoring period, a new tree with similar characteristics, as determined by the Architectural Board of Review, shall be planted in its place.</p>	Arborist			
<p>CR-1: Workers Environmental Awareness Program (WEAP) Training. All construction personnel and monitors who are not trained archaeologists shall be briefed regarding unanticipated discoveries prior to the start of construction activities. A basic presentation shall be prepared to inform all personnel working on the project about the archaeological sensitivity of the area. The purpose of the WEAP training is to provide specific details on the kinds of archaeological materials that may be identified during construction of the project and explain the importance of and legal basis for the protection of significant archaeological resources. Each worker shall also learn the proper procedures to follow if cultural resources or human remains are uncovered during ground-disturbing activities. These procedures include</p>	Archaeologist			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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work curtailment or redirection, and the immediate contact of the site supervisor and archaeological monitor.				
<p>CR-2: Archaeological Construction Monitoring. In consideration of the known sensitivity of the project site for cultural resources, archaeological monitoring shall be conducted during all ground disturbance activities. The applicant shall contract with an archaeologist from the most current City Qualified Archaeologists List for monitoring during all ground disturbing activities associated with the project, including, but not limited to, grading, excavation, trenching, vegetation or paving removal and ground clearance. The contract shall be subject to the review and approval of the Environmental Analyst. The archaeologist's monitoring contract shall include the following provisions:</p> <p>If archaeological resources are encountered or suspected, work shall be halted or redirected immediately and the City Environmental Analyst shall be notified. The archaeologist shall assess the nature, extent and significance of any discoveries and develop appropriate management recommendations for archaeological resource treatment which may include, but are not limited to, redirection of grading and/or excavation activities, consultation and/or monitoring with a Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List, etc.</p> <p>If a discovery consists of possible human remains, the Santa Barbara County Coroner shall be contacted immediately. If the Coroner determines that the remains are Native American, the Coroner shall contact the California Native American Heritage Commission. A Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List shall be retained to monitor all</p>	Archaeologist			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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<p>further subsurface disturbance in the area of the find. Work in the area may only proceed after the Environmental Analyst grants authorization.</p> <p>If a discovery consists of possible prehistoric or Native American materials or artifacts, a Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List shall be retained to monitor all further subsurface disturbance in the area of the find. Work in the area may only proceed after the Environmental Analyst grants authorization.</p> <p>Prior to issuance of the Certificate of Occupancy (Final Inspection), the applicant shall complete a final report on the results of the archaeological monitoring shall be submitted to the Environmental Analyst within 180 days of completion of the monitoring and prior to the issuance of the Certificate of Occupancy (Final Inspection), whichever is earlier.</p>				
<p>CR-3: Limited Data Recovery Plan and Phase 3 Archaeological Resources Report. The Limited Data Recovery Plan (Dudek, February 10, 2022) accepted by Historic Landmarks Commission on March 16, 2022 shall be implemented, which makes provision for adequately recovering the scientifically consequential information from and about the historical resource (CEQA Guidelines Section 15126.4(b)(3)), and which includes specific levels of effort and methods to obtain a statistically representative sample of significant archaeological deposits as well as field and laboratory requirements to ensure proper treatment of all materials, including documentation of results and curation of the archaeological collection. A qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, shall be retained to undertake a data recovery program addressing the cultural resource discovered as a result of this study. The data recovery shall recover sufficient material to answer the research questions determined</p>	Archaeologist			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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in the data recovery research design, that the site is potentially capable of addressing. Following data recovery, a Phase 3 Archaeological Resources Report shall be submitted to the City for review and approval by the Historic Landmarks Commission prior to issuance of building permits for the project. The data recovery efforts shall be thoroughly documented in a comprehensive report including the following core elements: theoretical orientation, cultural context, definition of the formulated hypotheses presented in the original research design, all field, laboratory and curation methods, results of research, implications of the results in light of current understanding and its potential to contribute to future research and understanding.				
GEO-1: Final Geotechnical Report and Essential Services Buildings. The final geotechnical report, to be completed based on the final project design, shall be consistent with provisions of the Essential Services Buildings Seismic Safety Act, pursuant to California Administrative Code 2019 (Chapter 4 - Administrative Regulations for the Division of the State Architect – Structural Safety, Article 1 – Essential Services Buildings, and Article 3 - Local Buildings).	Geotechnical Engineer			
GEO-2: Anchored Tie-Backs. The final geotechnical report, to be completed based on the final project design, shall consider the limited building setbacks to adjacent properties and the public right-of-way when designing the temporary shoring system.	Geotechnical Engineer			
GEO-3: Excavation Dewatering. A dewatering permit shall be obtained from the Central Coast Regional Water Quality Control Board prior to construction.	Project Manager/Contractor			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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GEO-4: Former School Basement Fill. The location of the basement of the former Lincoln School shall be found, if possible, based on (cultural-related) soil borings and ground penetrating radar, in order that the area of deeper fill can be identified prior to grading. This basement fill would likely be removed during excavations for the subterranean levels, but in the event the former basement is located outside the footprint of the proposed structures (i.e., in the public parking area/access plaza), the fill shall be removed in this area and replaced with engineered/compacted fill.	Contractor			
GEO-5: Paleontological Resources Impact Mitigation Program. Prior to commencement of any grading activity on-site, the applicant shall retain a qualified paleontologist, subject to the review and approval of the City's Environmental Analyst. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program (PRIMP) for the project. The PRIMP shall be consistent with the Society of Vertebrate Paleontology (2010) guidelines and outline requirements for preconstruction meeting attendance and worker environmental awareness training, adequate monitoring within the proposed project site based on construction plans and/or geotechnical reports, procedures for adequate paleontological monitoring, discoveries treatment, paleontological methods (including sediment sampling for microvertebrate fossils), reporting, and collections management. The PRIMP shall include protocols for spot-checking significant ground-disturbing activities below a depth of five feet below the ground surface or five feet below the depth of artificial fill in areas mapped as Holocene alluvium and full-time paleontological monitoring below the depth of artificial fill in areas underlain by Pleistocene alluvium. In the event that	Paleontologist			

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paleontological resources (e.g., fossils) are unearthed during grading, the paleontological monitor shall temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery shall be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor shall remove the rope and allow grading to recommence in the area of the find.				
HAZ-1: Contaminated Soil Removal. Prior to the issuance of building permits, the project shall be enrolled in the Santa Barbara County, Public Health Department, Environmental Health Services (EHS) Site Management Unit to provide regulatory oversight of the handling and proper disposal of the soil with elevated levels of arsenic located in area B-5.	Project Manager			
HAZ-2: Soil Management Plan. A Soil Management Plan (SMP) shall be developed to provide guidance if any stained or impacted soils are encountered. The SMP shall be reviewed and approved by EHS prior to issuance of the building permits.	Project Manager			
N-1: Temporary Noise Barriers. As recommended in the Noise and Vibration Technical Memorandum (Dudek, July 20, 2020, updated June 22, 2022), the construction contractor shall install onsite noise reduction means as follows: a. To protect the existing occupied residences of Anacapa Villas (i.e., receptor R2 from Table 5) from excessive construction-related noise, temporary noise barriers of sufficient height and extent shall be installed along the northwest boundary so that as much as 10 dB of barrier noise insertion loss can be realized. The temporary barrier elements should resemble an outdoor-use vinyl-covered acoustical blanket comprising	Contractor			

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<p>one or more materials that demonstrate a sound transmission class (STC) of 25 or better (see Figure 3 for conceptual views of a sample segment with supporting structure mounted on "k-rail" concrete mass), which, under the right conditions can eliminate the need for drilling posts in the ground. This STC value is at least 10 dB greater than the highest predicted noise reduction effect due to barrier intervention, and is thus consistent with Caltrans Technical Noise Supplement ("TeNS") guidance that states: "any material may be used for a barrier between a noise source and a noise receiver as long as it has a TL of at least 10 dBA more than the desired noise reduction" (Caltrans 2013a).</p> <p>b. To protect the existing occupied residences and/or academic functions at the Antioch University building (i.e., receptor R3 from Table 5) from excessive construction-related noise, temporary noise barriers of sufficient height and extent shall be installed along the northwest site boundary so that as much as 5 dB of barrier noise insertion loss can be realized. The temporary barrier elements should resemble an outdoor-use vinyl-covered acoustical blanket comprising one or more materials that demonstrate a sound transmission class (STC) of 15 or better.</p>				
<p>N-2: Vibration Mitigation Program. As recommended in the Noise and Vibration Technical Memorandum (Dudek, July 20, 2020, updated June 22, 2022), the construction contractor shall retain the services of a qualified acoustician to prepare a construction vibration mitigation program, which would include the planning and implementation of one or more of the following activities and/or features:</p> <p>Prohibit operation of project heavy construction equipment (i.e., large bulldozer or comparably vibration-producing equipment per Table 11)</p>	Contractor			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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<p>within a 5-foot horizontal distance buffer of receiving occupied structures associated with Anacapa Villas.</p> <p>Within the 5-foot distance buffer, use alternative means or equipment to perform the same needed construction task or process, as practical.</p> <p>Conduct on-site vibration velocity sampling to evaluate vibration velocity levels of anticipated construction equipment or alternatives intended to generate less vibration magnitude.</p> <p>The Project Environmental Coordinator (PEC) shall inform nearby residence owner/occupants and business owners, in advance, when vibration-intense construction activities on-site are expected to occur.</p> <p>If construction conditions do not cause heavy equipment activity to occur within this 5-foot distance to the Anacapa Villas building façade(s), then implementation of the above measures would not be needed.</p>				
<p>N-3: Construction Management Plan. A Construction Management Plan shall be prepared to address noise and traffic during all phases of construction. The Construction Management Plan shall be developed with input from Antioch University representatives, and surrounding sensitive uses, to coordinate construction activities prior to the start of construction, with the intent to reduce construction impacts to the school and others. The plan shall include measures to reduce construction noise effects on sensitive receptors, ensure safety measures are in place, and minimize disruption to the surrounding roadway network. The Construction Management Plan shall be reviewed and approved by the City Environmental Analyst prior to issuance of building permits.</p>	Project Manager			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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<p>N-4: Emergency Generator Barrier. As recommended in the Noise and Vibration Technical Memorandum (Dudek, July 20, 2020, updated June 22, 2022), the stand-by generators shall be surrounded with a three-sided "U"-shaped barrier of connected wall sections that provide occlusion of direct sound pathways between the operating generator and receiver positions to the northeast, northwest, and southwest. The barrier shall be constructed of solid materials, with no air-gaps or cracks, and demonstrate a minimum sound transmission class (STC) rating of 25. Additional features of the barrier include:</p> <ul style="list-style-type: none"> • The barrier extent and position with respect to the generators will not impede equipment access and maintenance. • The barrier may be portable or removable, so that its application need only be temporary and installed prior to and during a generator testing opportunity, then dis-assembled and stored on-site until the next scheduled testing opportunity. • Top-edge height of the barrier with respect to grade will vary with the stand-by generator type as follows: <ul style="list-style-type: none"> • Skid-mounted C18 ACERT U.S. EPA Tier 4 Sound Attenuated Enclosure – 10 feet • Mounted on sub-base fuel tank – 13.5 feet 	Contractor			
<p>N-5: Firearm Sound Attenuation. As recommended in the Noise and Vibration Technical Memorandum (Dudek, July 20, 2020, updated June</p>	Contractor			

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<p>22, 2022), the project shall incorporate passive, dissipative sound attenuation in the form of interior ductwork lining, manufactured "sound traps," or other means, based on testing or published engineering data, between the firing range interior closed volume in which the discharges occur and the exit of the exhaust duct outlet at the parking structure roof, such that the average hourly noise level is no greater than 50 dBA, 45 dBA, and 40 dBA for daytime (7 am-7 pm), evening (7 pm-10 pm), and nighttime (10 pm-7am) hours, respectively, when measured at a distance of 50 feet.</p> <p>Prior to Certificate of Occupancy, acoustical sound measurements shall be taken and documentation of recorded sound measurements shall be provided to the City's Environmental Analyst. If noise levels are found to exceed the average hourly noise levels listed above, additional noise reduction measures shall be implemented and additional sound measurements shall be taken.</p>				
<p>PS-1: Solid Waste Management Plan for Construction. Prior to issuance of a demolition or building permit for the project, the applicant shall develop a Solid Waste Management Plan for Construction, subject to approval by the City's Environmental Analyst, to ensure that the diversion rate achieved is 85% in order to generate less than 350 tons of construction and demolition debris. All requirements of the plan shall be implemented on-site.</p>	Project Manager/Contractor			
<p>PS-2: Solid Waste Management Plan for Long-term Operations. Prior to issuance of a building permit for the project, the applicant shall develop a Solid Waste Management Plan, subject to approval by the City's Environmental Analyst and Environmental Services Division, to ensure</p>	Project Manager/Operator			

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that the amount of long-term (operational) solid waste going to the landfill to less than 40 tons per year (TPY). All requirements of the plan shall be implemented on-site.				
<p>WQ-1: Groundwater Dewatering Monitoring. The applicant shall conduct groundwater sampling and analysis of priority pollutants listed in 40 CFR 401.15 (including PCE, TCE, 1,1-DCE, cis-1,2-dichloroethene, vinyl chloride, chloroform, and petroleum hydrocarbons), and shall provide the results to the Central Coast Regional Water Quality Control Board (RWQCB). Depending on the pollutant levels detected and the specifics of the dewatering discharge, the RWQCB may authorize the discharge under an existing general permit, or may require issuance of an individual National Pollutant Discharge Elimination System (NPDES) Permit and/or waste discharge requirements (WDR). In either case, if the analytical results of the groundwater samples indicate that the discharge would exceed applicable discharge prohibitions, effluent criteria, and receiving water limitations, the applicant shall be required to:</p> <p>1) Design and implement a treatment program prior to discharge of groundwater to the storm drain, which would depend on the pollutant levels detected, but could include one or more of the following:</p> <ul style="list-style-type: none"> • Desilting basins for removing excess sediment, to granular activated carbon (GAC) canisters for removal of PCE. • Pump to baker tanks and haul away for off-site treatment/disposal (construction). 	Contractor			

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MITIGATION MEASURE	PARTY RESPONSIBLE FOR IMPLEMENTATION	VERIFICATION		
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<ul style="list-style-type: none"> Pump and treat to City storm drain with approval of and in coordination with Public Works. Pump to sanitary sewer and treat if require with approval of and in coordination with sanitation district. <p>2) Prepare and implement a Monitoring and Reporting Program (MRP), consistent with RWQCB requirements, that demonstrates compliance with effluent limitations for reportable pollutants using the sampling and analytical methods defined in the MRP.</p> <p>Written verification from the RWQCB that it has authorized both the construction and long-term groundwater dewatering discharge, if required, and that it approves of the proposed treatment program and MRP shall be submitted to the Project Environmental Coordinator (PEC). This applies for both short-term construction dewatering purposes, and for use of a permanent subgrade dewatering system, if required.</p>				
<p>WQ-2: Adequate Stormwater Storage Capacity. Prior to the issuance of the building permit, the applicant shall demonstrate that the proposed stormwater storage chambers will function in compliance with the stormwater retention and infiltration requirements established in the City's Storm Water Management Program (SWMP) and National Pollutant Discharge Elimination System (NPDES) permit, even under high groundwater conditions. This may be achieved through one or more of the following means:</p> <p>Ensure sufficient storage and infiltration rates can be achieved above the maximum potential groundwater elevation. As the maximum groundwater elevation for the project site remains unknown, a comprehensive geotechnical or hydrogeological investigation will be required to assess</p>	Project Manager/Contractor			

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final storage and infiltration rates for any proposed subsurface stormwater chambers. Ensure project dewatering will maintain depressed groundwater levels such that the subsurface storage chambers will maintain capacity and infiltration rates. Implement above ground storage chambers (e.g., rainwater cisterns) to make up for the lost stormwater retention requirement during high groundwater. This water could be used for on-site irrigation and/or connected to vegetated filter strips/swales.				

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE POLICE STATION PROJECT, MAKING THE REQUIRED ENVIRONMENTAL REVIEW FINDINGS, DESIGNATING THE COTA COMMUTER LOT AT 601 SANTA BARBARA STREET AS THE FINAL LOCATION FOR THE POLICE STATION PROJECT, AND DIRECTING THE FILING OF A NOTICE OF DETERMINATION

WHEREAS, On September 17, 2019, City Council selected the Cota Commuter Lot at 601 Santa Barbara Street as the preferred site for environmental review for the new Police Station and directed staff to initiate environmental review and conceptual project design for the Police Station Project (Project);

WHEREAS, the Project consists of the demolition of the existing Cota Commuter Lot and the construction of a new three-story, approximately 53-foot-tall, approximately 64,000-square-foot Police Station building, and the associated 37.5-foot-tall, approximately 84,000-square-foot parking structure;

WHEREAS, on May 13, 2022 pursuant to California Environmental Quality Act (CEQA) guidelines, a Draft Mitigated Negative Declaration (MND) was prepared to analyze the potential environmental effects of the proposed Project;

WHEREAS, a notice of the Draft MND's document availability, 30-day public comment period (May 13 to June 12, 2022), and public hearing date for the Planning Commission was mailed to surrounding property owners, interested parties, organizations, and agencies, and was also provided via newspaper notice. The Draft MND was also submitted to the State clearinghouse for review by State agencies and published online on the City's website;

WHEREAS, a public hearing by the Planning Commission was held on June 2, 2022, to receive comments on the Draft MND pursuant to Municipal Code § 22.100.110. No one from the public wished to speak during the hearing, and two written comments were received. Planning Commissioners provided comments, which are reflected in the minutes from the meeting. During the 30-day public comment period, one additional letter was received from the public, and one letter was received from the Santa Barbara County Air Pollution Control District;

WHEREAS, a Final MND was prepared for the Project. Based on the comments received, some additions and clarifications were made to the Final MND. However, the comments received presented no substantial evidence to indicate that the Project would have a significant effect on the environment and no additional mitigation measures were required

in order to reduce an environmental effect to a level of less than significant. All letters received, as well as the Planning Commission minutes, are attached to the Final MND;

WHEREAS, the Final MND includes mitigation measures identified and agreed-to by the applicant to reduce potentially significant short-term construction and long-term operational impacts to less than significant levels;

WHEREAS, on July 19, 2022 the City Council reviewed the Final MND; and

WHEREAS, adoption of the Final MND is required under Municipal Code § 22.100.120 C prior to Council making a final site selection for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Council pursuant to CEQA Guidelines Section 15074 finds and determines as follows:

A. The City Council has considered the proposed Final Mitigated Negative Declaration together with comments received during the public review period process.

B. The mitigation measures identified in the Final Mitigated Negative Declaration will be incorporated into the Project, therefore on the basis of the whole record before it (including the Initial Study and comments received), there is no substantial evidence that the Project will have a significant effect on the environment.

C. The Final Mitigated Negative Declaration reflects the City Council's independent judgment and analysis.

D. The Final Mitigated Negative Declaration has been prepared in compliance with CEQA, and constitutes adequate environmental evaluation for the proposed Project.

E. A Mitigation Monitoring and Reporting Program for measures required in the Project or made a condition of approval to mitigate or avoid significant environmental effects has been prepared.

F. The location and custodian of the documents or other materials which constitute the record of proceedings upon which this decision is based is the City of Santa Barbara Community Development Department, 630 Garden Street, Santa Barbara, California.

SECTION 3. The Final Mitigated Negative Declaration for the Police Station Project is approved and adopted.

SECTION 4. The Police Station Project shall be located at the Cota Commuter Lot at 601 Santa Barbara Street. All mitigation measures identified in the Final Mitigated Negative Declaration are incorporated and shall be implemented as part of the Project final design, construction, and operation.

SECTION 5. The Community Development Director is directed to cause a Notice of Determination for the Project in accordance with CEQA and the CEQA Guidelines.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 19, 2022

TO: Mayor and Councilmembers

FROM: Environmental Services Division, Sustainability & Resilience
Department

SUBJECT: Solid Waste Franchise Agreement Procurement

RECOMMENDATION: That Council:

- A. Direct Staff to negotiate a one year extension of the current solid waste hauler franchise agreement;
- B. Direct Staff to negotiate with MarBorg Industries, the current solid waste hauler franchisee, for a new solid waste hauler franchise agreement, subject to commencement of a competitive procurement process if a new franchise is not obtained within eight months after start of negotiations; and
- C. Rescind Council's previous limitation on the scope of work under the professional services agreement with R3 Consultants and authorize the Sustainability and Resilience Director to direct R3 to perform the full scope of work as required to complete procurement of a new solid waste hauler franchise agreement.

EXECUTIVE SUMMARY:

The City is preparing for the expiration of its current solid waste franchise hauler agreement in June 2023. The solid waste industry has changed significantly since the City first entered into a franchise agreement with MarBorg Industries in 2003. In the last ten years, a series of legislative mandates have been signed into law requiring recycling and organic collections services in certain sectors and establishing targets to reduce statewide disposal of organic waste. Implementing these mandates into a future franchise agreement will involve significant changes. Additionally, evaluating and incorporating lessons learned over the course of the existing agreement will be critical to developing a modern agreement in alignment with industry best practices. Because of these changes, an entirely new hauler franchise agreement is needed.

The City has two options for moving forward with establishing a new franchise agreement: direct negotiation or competitive procurement. Each of these processes has benefits and challenges and will involve extensive work and a minimum timeline from 6 months up to 24 months. Staff is, therefore, recommending negotiating a one-year extension to the

existing contract with MarBorg Industries in order to ensure sufficient time to undertake these efforts and ensure the best service for the community.

On June 13, 2022, the Council Sustainability Committee voted 2 to 1 to recommend pursuing a direct negotiation with MarBorg, establishing an eight-month period to come to an agreement, while maintaining the right to conduct competitive procurement if an agreement is not reached during that time, as well as extending the existing contract by one year.

On April 12, 2022 Council approved a professional service agreement with R3 Consultants (R3) for expert consulting services relating to developing and negotiating the new agreement. At that time Council only authorized R3 to complete up to task 7. With the recommendation to directly negotiate with MarBorg, staff is requesting that Council rescind the limitation and authorize the Sustainability and Resilience Director to direct R3 to perform the full scope of work as required to complete procurement of a new solid waste hauler franchise agreement, which may include competitive procurement if direct negotiations with MarBorg do not result in a new franchise agreement acceptable to Council.

DISCUSSION:

In 2003, the City executed a franchise agreement with MarBorg Industries for a term of ten years for collection services of recyclables, organics and solid waste. The current agreement terminates on June 7, 2023. Over the last decade, the solid waste management industry has changed dramatically and necessitates a wholesale revision to how the City contracts for solid waste hauler services.

In preparation for a new agreement, the City contracted with R3 to provide expert analysis of the existing solid waste program and make recommendations for the development of an agreement that ensures compliance with numerous new legislative requirements and addresses elements of the current contract to increase clarity, transparency, and accountability.

R3 has also provided guidance to the City regarding its option to either enter into sole source negotiations with MarBorg or solicit competitive proposals for the next agreement. The City's solid waste franchise agreement is a long-term, financially significant commitment that provides essential services; therefore, it is important to develop an agreement that will address the community's needs for the decade to come, while responsibly addressing the growing complexity of the industry and obtaining the best value for ratepayers.

Legislative Requirements

Over the last ten years, the solid waste industry has undergone a series of significant changes in response to post-consumer material markets and state legislation, driving the need to create a more adaptive system. Some of the major legislation includes Mandatory Commercial & Multi-Family Recycling (AB 341 (Chapter 241, Statutes of 2011)) and Mandatory Commercial Organics Recycling (AB 1826 (Chapter 727, Statutes of 2014)), which require commercial and multi-family residents to subscribe to recycling and organic collection services and Short-Lived Climate Pollutants (SB 1383 (Chapter 395, Statutes of 2016)), which is intended to reduce greenhouse gas emissions, such as methane, and address food insecurity in California. SB 1383 imposes significant new administrative requirements on jurisdictions, including program implementation, reporting to CalRecycle, and enforcement. The following are not included in the City's current agreement and will need to be incorporated into a new agreement as a result of these momentous changes:

New Containers/Lids and Labeling – The City must adopt a collection system that complies with prescribed labeling and container or lid color for all account holders. This includes providing new containers or lids for those that do not comply. This City's brown trash containers do not comply as SB 1383 requires them to be grey or black.

Contamination Monitoring – The new law includes annual inspection requirements to verify self-hauler compliance, including inspections of Tier One and Tier Two commercial edible food generators to verify compliance with food recovery requirements and annual residential and commercial route reviews to visually assess container contamination.

Contractor Reporting and Data Tracking – There are a number of reporting requirements that the contractor is responsible to fulfill, including type of organic waste collection service(s) provided to generators, results of waste evaluations performed to minimize contamination and the number of resulting targeted route reviews, and the total number of generators that receive each type of organic waste collection service provided.

Modern Agreement and Best Practices

In order to modernize the agreement and align with industry best practices, it will be imperative to evaluate the following to increase overall transparency of the future agreement and increase the effectiveness of the agreement as a core tool for providing essential services:

- **Agreement Transparency** – A comprehensive update of the franchise agreement is necessary to thoroughly detail terms and conditions and increase the clarity and transparency of the agreement.

- **Performance Metrics** – Adding metrics and tracking can help the City determine if a contractor is in compliance with the agreement and identify any opportunities for improvement or areas where they are exceeding the requirements.
- **Rate Adjustments and Hauler Payment** – Evaluation of various types of rate adjustment and hauler payment methodologies that could be integrated into a new agreement. The current methodologies are exceedingly complex due to historical adjustments and should be updated and streamlined to provide additional clarity and accountability.

Options for Securing a Modern Agreement

There are a two pathways the City can take to secure a new, modern agreement incorporating the recommended performance metrics, industry best practices, and regulatory requirements:

1. **Direct Negotiation Process** – Sole source negotiation between the City and MarBorg, reserving the right to conduct competitive procurement; this will take approximately 6-8 months to complete.
2. **Competitive Procurement Process** – Open to all qualified contractors; typically can be completed in 6-12 months, and may also require an additional 6-12 months for transition if a new company is selected

Due to all of the changes described above, an entirely new agreement is required. R3 recommends that, as a starting point regardless of the pathway selected, the City draft a modern agreement to ensure that it contains the recommended performance metrics, industry best practices, and regulatory requirements. Once a completed draft addressing the City's essential deal points is prepared, it can be shared either with MarBorg for negotiations, or included as an attachment to the RFP Package to allow for competitive proposals to be submitted with comparable rate packages.

Following is a listing, provided by R3, of the general pros and cons of sole source negotiating with the City's incumbent hauler verses a competitive procurement process.

Negotiation Process	
Pros	Cons
<ul style="list-style-type: none">• Can develop a new Agreement• 6-8 month process• Lower potential for unanticipated challenges	<ul style="list-style-type: none">• Either party can delay or stop negotiations at any time without a predetermined end date

<ul style="list-style-type: none"> • Preserves/leverages existing relationship with hauler • Easier transition period or transition related hurdles (cart delivery, new routes, billing, etc.) • Incumbent hauler has the best service information 	<ul style="list-style-type: none"> • Negotiations can be used as stall tactics to remove the opportunity for the City to conduct a proper competitive procurement process • Financial impact for constituents may not be as favorable if the starting point for negotiations is the current Agreement terms • No opportunity to experience different services / provider • No testing of the marketplace to see if rates are competitive • May appear as less transparent • No strong leverage to create a new contract
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Competitive Procurement Process	
Pros	Cons
<ul style="list-style-type: none"> • Requires proposers to negotiate through the entire process or forfeit a bid bond • City defines comprehensive package of provisions as opposed to negotiating each provision • More competitive service and rate package than in negotiations • Limited need to negotiate the contract after evaluation team recommendation has been made. • Opportunity for new technology, industry best standards and innovate new processes • Better leverage than negotiations for creating a new contract 	<ul style="list-style-type: none"> • 12 month process • No guarantee that the rates will remain the same or be lower • No guarantee of broad proposal pool • Generally requires a 12 month transition period if new contractor is selected • Transition can create initial service challenges

City Council has previously voiced concerns relating to the competitive procurement process. The top concerns included:

- **Concern #1: Loss of local jobs:** California Labor Code § 1072 protects displaced employees by mandating that jurisdictions who conduct a competitive procurement process for solid waste services must provide a 10% bidding preference to contractors and subcontractors who agree to retain the employees of the prior contractor/subcontractor for a period of at least 90 days. Typically, incoming haulers want to hire as many of the current employees as possible because current employees already have a deep understanding of the City routes and landscape. This cuts down on the training and keeps the transition period much smoother. When MarBorg acquired the citywide agreement in 2013, they similarly acquired employees previously employed with Allied Waste.
- **Concern #2: MarBorg's local investments:** MarBorg owns and operates both the Construction and Demolition (C&D) material recovery facility and the Anti-Freeze, Battery, Oil, and Paint (ABOP) recycling facilities located in downtown Santa Barbara. If a new contractor were selected, criteria could be added to the agreement or the City's municipal code that would require C&D haulers operating within the City limits to direct their materials to the MarBorg facility and the City could contract with MarBorg to continue running the ABOP facility.
- **Concern #3: Competition will result in lowest bidder selection:** Selection criteria are carefully designed and utilized in a competitive procurement process instead of the lowest bid method to ensure that the City can select a contractor that meets all of the community's needs. Typically at least the four categories outlined below are used to evaluate proposals and can be weighted based on the City's priorities:
 - **Qualifications:** includes details on the staff qualifications, any relevant litigation, and references with their current contracts.
 - **Technical Approach:** includes the details on how the contractor is proposing to carry out the transition and collection operation. This gets down to the granular level of details, such as number of routes by commodity, number of trucks, and staffing required to carry out the operation.
 - **Sustainability:** includes details on the facilities used for disposal and processing of recyclable material and organic material.
 - **Service Rates:** includes all of the rates for the required services.

It is important to note that selecting a competitive procurement process does not preclude the City from ultimately selecting its current hauler.

R3 Contract Tasks

On April 12, 2022 staff brought a professional service agreement with R3 for industry expertise in developing and negotiating the new agreement. Council directed staff to return with a more in depth discussion relating to procurement options, and because no decision was taken regarding direct negotiation versus competitive procurement, Council only authorized R3 to complete up to task 7 of their proposed scope of work, which include analyzing and evaluating the existing agreement, conducting stakeholder outreach, and preparing a draft modern Solid Waste Service Agreement.

R3's ongoing assistance is required for the negotiation and drafting of a new franchise agreement with MarBorg, and for the development of a competitive procurement if direct negotiations with MarBorg are not successful. Therefore, Council is requested to rescind the prior limitation and authorize the Sustainability and Resilience Director to direct R3 to perform the full scope of work, as required to complete procurement of a new solid waste hauler franchise agreement, which may include competitive procurement if direct negotiations with MarBorg do not result in a new franchise agreement acceptable to Council.

One-Year Extension of Current Contract

Because of the tremendous amount of work required to develop a completely new agreement that will meet all of the City's needs and to ensure that enough time is available for a smooth transition to a new service paradigm, whether with the incumbent hauler or with a newly selected one, staff is recommending negotiating a one-year extension to the existing contract with MarBorg.

BUDGET/FINANCIAL INFORMATION:

The City's current solid waste contract is valued at approximately \$450 Million over the fifteen-year term, and is therefore a significant financial consideration. The annual consideration paid to MarBorg depends on a wide variety of factors, including the number and type of customer accounts, and increases each year based on changes in the Consumer Price Index and changes in tipping fees under the agreement with the County, among other factors. Currently, staff estimate to pay MarBorg \$29 million in Fiscal Year 2023. Based on existing conditions, extending the franchise agreement with MarBorg will likely cost approximately \$31 million. As usual, the cost to compensate MarBorg for its services is included in the rates paid by solid waste customers.

The cost for the remaining R3 contract tasks is \$92,215, bringing the total value of the contract to \$149,550, as originally proposed to Council. Adequate expenditure appropriation exists in the Solid Waste fund for this contract in FY2023.

ATTACHMENT: R3 Contract and Scope of Work

PREPARED BY: Alelia Parenteau, Acting Sustainability and Resilience Director

SUBMITTED BY: Alelia Parenteau, Acting Sustainability and Resilience Director

APPROVED BY: City Administrator's Office

SANTA BARBARA CITY AGREEMENT NO. _____

with

R3 Consulting Group, Inc. for Solid Waste Consultant Services for Franchised Hauling Contract

This contract is entered into on _____ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the "City,"

and,

R3 Consulting Group, Inc., a _____, referred to herein as the "Consultant,"

This contract includes the following attached exhibits:

- Exhibit A – scope of services; personnel; rates and schedule of payments; time and schedule of performance;
- Exhibit B – Insurance Requirements;

1. CONTRACT ADMINISTRATION

a. The City's Sustainability and Resilience Director ("Department Head") is the City's authorized representative for administration of this contract. The Department Head may delegate administrative responsibilities under this contract. References in this contract to Department Head include references to a person exercising authority delegated by the Department Head.

b. Carrie Baxter ("Project Manager") is the Consultant's representative for administration of this contract. The Project Manager is also the professional responsible to provide the services under this contract except as otherwise expressly stated in Exhibit A. Consultant may not change the Project Manager without the written consent of the Department Head, which consent may be withheld at the discretion of the Department Head. An unauthorized substitution of the Project Manager is a material breach of this contract.

2. SCOPE OF CONSULTANT SERVICES

a. Consultant agrees to provide a comprehensive analysis of the City's solid waste collection system, recommendations for new services in the franchise agreement, and preparing and issuing the Request for Proposals (RFP) package (Tasks 1-7) and conduct a competitive procurement process for franchised waste hauling services (Tasks 8 -12) , as described in the scope of services included in the attached Exhibit A. Tasks 8-12 will be performed only if separately authorized by the City Council.

b. Consultant's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and with all applicable federal, state, and local laws relating to this scope of work. Delivery of work by Consultant includes Consultant's affirmative representation that the work conforms to the requirements of this contract, all applicable federal, state and local laws, and the professional standard of care and skill applicable to the scope of services.

c. Consultant's responsibilities under this section may not be delegated or assigned. Consultant is responsible to the City for acts, errors, or omissions of Consultant's subcontractors.

d. Whenever the scope of services requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval

or disapproval is solely for the purposes of administering this contract and determining whether the Consultant is entitled to payment for work performed, and will not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and will not relieve the Consultant of responsibility for complying with the professional standard of care, or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

e. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of the City by virtue of this contract or performance of any work under this contract. Consultant retains the right to pay and supervise its employees and subcontractors as it sees fit. The City has no right to supervise Consultant's employees or subcontractors. If any issues arise with Consultant's employees or subcontractors as to their performance, the City may contact the Consultant directly so that Consultant may address any issues.

3. COMPENSATION

a. This contract provides the exclusive means of payment for services and reimbursement for costs to Consultant. The payment for services includes all expenses incurred in the performance of this contract, including materials, travel, lodging, overhead, and similar costs, unless expense reimbursement is expressly authorized in Exhibit A. The maximum payment to Consultant under this contract, including compensation for services and reimbursement of authorized expenses, will not exceed the sum of **\$149,550** unless an amendment to this contract has been approved by the City.

b. Consultant will be paid a fixed lump sum fee for each task according to the lump sum amount stated for that task in the Rates and Payment Schedule, or at the hourly rates specified in the Rate and Payment Schedule for work performed on tasks for which a fixed lump sum fee is not stated. Payments will subject to City approval of completed deliverables associated with each task and upon a determination of the Department Head that the work has been performed in accordance with this contract. Upon completion of all deliverables or other work for a task, Contractor will submit and invoice for that task, including proof of actual reimbursable costs when authorized by the Rates and Payment Schedule, in accordance with the standard billing format issued by the City. Changes in personnel or hourly rates stated in Exhibit A may be made only after written notice to and written approval by the Department Head. Automatic increases to hourly rates are not permitted.

c. Consultant may be reimbursed for actual and necessary costs, without markup, as specified in Exhibit A. Where travel costs are included in Exhibit A, reimbursement will be made for actual travel costs (at fare, rate per mile or lump sum approved), and actual expenses consistent with guidelines approved by the City Finance Director for travel by City employees. Work performed by authorized subcontractors will be billed as reimbursable costs, subject to a mark-up not to exceed ten percent, according the subcontractor's scope of work and payment contained in Exhibit A

d. Consultant will be paid as promptly as City's fiscal procedures will permit upon receipt by the Department Head of itemized invoices. When compensation for a task is based on hourly rates the invoices must state the number of hours worked, the person performing the work, the hourly rate for that person, and an itemized list of costs for which reimbursement is sought. If the Department Head has established a standard billing format, then invoices must be submitted in the standard billing format established by the Department Head. Consultant must keep records concerning payment items on a generally recognized accounting basis and maintain the records for three years following the Completion Date. Consultant must make records available for copying, inspection or audit by City employees or independent agents upon reasonable notice during reasonable business hours.

e. Consultant will submit invoices on a monthly basis unless otherwise authorized in writing by the Department Head.

f. If this contract exceeds \$10,000, the performance and payments under it, and the parties to it may be subject to examination and audit by the California State Auditor pursuant to California Government Code § 8546.7 for three years following final payment under the contract.

4. TIME OF BEGINNING AND COMPLETION

a. Consultant will complete all services and each task according to the Performance Schedule contained in Exhibit A, provided, however, that following completion of Task 7, Consultant will not perform Tasks 8 – 12 without prior authorization by the City Council. Time is of the essence in the performance of this contract. Consultant will adhere to the performance schedule shown in Exhibit A.

b. Task 1 -7 will be performed as phase one. Tasks 8- 12 will be performed as phase two. Consultant shall not proceed from phase one to phase two without City Council approval and written authorization from the Department Head. The City will not be obligated to pay for work for phase two unless the City Council approves performance of phase two work.

c. City may withhold payments if work is not performed in accordance with the performance schedule. Consultant's failure to perform in accordance with the performance schedule, or complete the scope of services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this contract. Consultant shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected delays in the schedule. No extension of time to complete any portion of the services called for in the contract will be allowed except upon the written approval of the Department Head.

d. If Consultant is unable to meet the Completion Date or performance schedule due to circumstances beyond Consultant's reasonable control, such as war, riots, natural disaster, epidemic, strikes, lockouts, work slow-down or stoppage, except strikes, lockouts, or work slow-down or stoppage of Consultant's employees or subcontractors, Consultant may request an extension of time. The request must be made within a reasonable time and must state the duration and justification for the delay. The Department Head will not unreasonably withhold consent to a schedule change.

5. CHANGES IN SCOPE OF WORK

No payment for changed or additional work will be made unless the changed or additional work has first been approved in writing by the Department Head and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Department Head may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Department Head, the parties will negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon execution of a change order signed by the Consultant and the Department Head. Changes in work that increase the amount of payment are subject to approval in accordance with the City's municipal code.

6. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Consultant pursuant to this contract shall become the property of City upon payment to Consultant for the services performed. Consultant will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Consultant may retain copies of said documents for Consultant's file. Consultant agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the

purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

7. ASSIGNMENT OF CONTRACT

Consultant shall not assign, sublet or transfer any right, privilege or interest in this contract, or any part thereof, without prior written consent of City. Consultant shall not substitute personnel designated in the proposal of Consultant without the written consent of City.

8. NOTICES

a. When notice is required by law to be delivered by personal delivery or by mail, notices to either party may be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this contract. A party may change mailing address for all purposes under this contract, by written notice.

b. Reference in this contract to a writing includes paper documents and documents in an electronic format. Writings may be delivered via delivery of an original or duplicate in person or by mail, or in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage, as agreed to by the Department Head and Project Manager. This paragraph does not apply to deliverables identified in Exhibit A, such as drawing, plans, maps, photographs, which must be delivered in the manner specified in Exhibit A.

9. DEFENSE, INDEMNITY AND HOLD HARMLESS

a. To the fullest extent permitted by law, the Consultant will defend and indemnify the City, and its council, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

b. The Consultant will defend the City and its council, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. The defense obligation includes an obligation to provide independent defense counsel approved by the City if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an indemnified party.

c. The direction, review, acceptance, or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations.

d. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. INSURANCE REQUIREMENTS

a. Consultant will provide insurance as specified in Exhibit B.

b. Consultant will immediately report (as soon as feasible, but not more than 24 hours) to the City's Risk Manager any accident or other occurrence causing injury to persons or

property during the performance of this contract. If required by the City's Risk Manager, the report will be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

11. TERMINATION

a. The City may terminate or abandon any portion or all of the work by giving ten days written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City will pay Consultant for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Consultant for the portion of work completed in conformance with this contract before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City will not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

b. Consultant, if Consultant is not in default or breach, may terminate Consultant's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City, which default has not been cured within thirty days following the written notice to the City of the default.

12. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Consultant may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this contract.

13. CONFLICT OF INTERESTS

a. Consultant warrants by execution of this contract that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Consultant maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this contract. Consultant further agrees that during the term of this contract, Consultant will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this contract.

b. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this contract. Consultant will not have such interest during the term of this contract. Consultant will immediately advise the City if Consultant learns of such a financial interest of Consultant's during the term of this contract. If Consultant's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Consultant from participation in such other project.

14. ADMINISTRATION OF EMPLOYMENT

Consultant shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all

coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Consultant is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Consultant and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

15. BUSINESS TAX CERTIFICATE

Not later than 10 days after execution of the contract, Consultant must obtain a business tax certificate from the City at Consultant's expense. Consultant must maintain a business tax certificate as required by the City Finance Director during the term of this contract. Payment under this contract may be withheld for violation of this section.

16. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this contract.

17. APPLICABLE LAWS, PARTIAL INVALIDITY

This contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this contract and such deletion shall in no way affect, impair, or invalidate any other provision of this contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

18. NON-DISCRIMINATION ORDINANCE

Consultant shall perform all work pursuant to this contract in compliance with Santa Barbara Municipal Code § 9.126.020, which is an indispensable and integral provision of this contract pursuant to Santa Barbara Municipal Code § 9.126.010.

19. CONSULTANT EMPLOYEES AND SUBCONTRACTORS

a. Consultant will perform the work personally or through Consultant's employees, except as otherwise specifically stated in Exhibit A. If subcontracting of work is permitted, Consultant shall pay subcontractor within ten days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this contract.

b. The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

20. WORKPLACE CONDUCT

Consultant and Consultant's officers, employees, agents and subcontractors, while on City property or interacting with City officers, employees, contractors, or agents, will comply with the City's policies, rules, and regulations governing work place safety, conduct, and behavior, including without limitation policies prohibiting discrimination or sexual harassment. City will provide Consultant a copy of the applicable policies.

21. PROTECTION OF CITY INFORMATION

Consultant will treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential. Consultant will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the City, or obtained from the City, or obtained as a consequence of the performance of work, to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City. Consultant will immediately advise the City of any request for disclosure of information or of any actual or potential unauthorized disclosure of confidential or personal information. Consultant will identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment. Consultant will promptly comply with any written instructions by the City to provide any public records of the City required to be disclosed by the City pursuant to a request made pursuant to the California Public Records Act. Consultant's obligations under this paragraph shall survive the termination of this contract.

22. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this contract, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this contract, then City will notify Consultant of such occurrence and City may terminate or suspend this contract in whole or in part, with or without a prior notice period. Subsequent to termination of this contract under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

23. EXECUTION

This contract may be executed in any number of original counterparts. The contract will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same contract. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage. The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

24. VENUE – CHOICE OF LAWS

This contract and disputes arising out of or relating to it or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship must be brought in a state court situated in the County of Santa Barbara, State of California or a federal court in the district that includes the County of Santa Barbara.


25. MUTUAL AGREEMENT

This contract represents the mutual agreement of the City and Consultant. This contract constitutes the entire agreement. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract. Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation R3 Consulting Group, Inc.

By: 
Alelia Parenteau
Acting Sustainability & Resilience Director


Signature
Janet Barile
Type or Print Name
Vice-President
Title
1512 Eureka Rd., Ste. 220
Address
Roseville CA 95661
City State Zip
916-782-7821
Telephone Number

APPROVED AS TO FORM:

Ariel Pierre Calonne, City Attorney

By: Daniel S. Hentschke
Daniel S. Hentschke
Assistant City Attorney

EXHIBIT A – SCOPE OF SERVICES

Scope of Services and Personnel

Task 1 - Conduct a Project Kick-off Meeting

Upon City authorization to proceed, Consultant will facilitate a virtual project kick-off meeting with City staff. The meeting will review the project objectives, Consultant's project approach, schedule, and data availability. The kick-off meeting will set the expectations and timeline for the Scope of Work and establish the best means for ongoing communication and collaboration between Consultant and the City for the duration of this engagement.

The Kick-off meeting will address how Consultant and City staff will work collaboratively to ensure that this project provides the best possible outcomes for customers and ratepayers, while still achieving meaningful compliance with the law.

Consultant will provide meeting minutes including notes, schedule and milestones. Ongoing coordination will continue bi-weekly throughout the project with the City Contract Manager either through virtual meetings or status reports.

Task 1 Deliverables

- Attend a virtual meeting with City staff.
- Provide a follow-up report summarizing the notes, schedule, and milestones from the kick-off meeting.

Task 2 - Conduct Comprehensive Analysis of the City's Solid Waste Program

Upon authorization to proceed, Consultant will provide the City with a preliminary list of documents to review in support of this scope of work. Consultant will provide an overview of current services and analyze those services as compared to the latest solid waste and recycling trends, best management practices related to both franchise agreement services and terms and conditions, and updates of recent legislation (AB 341, AB 1826, SB 1383), all of which should be addressed in the City's new franchise agreement.

Requested documents may include, but will not necessarily be limited to, the following:

- › City's Current Solid Waste Collection and Disposal Franchise Contract
- › Tajiguas Resource Recovery Project materials Delivery Commitment and Processing Services Agreement
- › City's Waste Characterization Study
- › City's Cost of Service Study
- › Hauler tonnage and diversion reports

The requested items, along with documents already in Consultant's files, will assist Consultant with analysis of the City's current agreement and solid waste program. Consultant will provide a matrix of potential new services that will be used to guide stakeholder engagement meetings (Task 3).

Task 2 Deliverable

- Provide a matrix of potential new services.

Task 3 Conduct Stakeholder Outreach Meetings

Consultant will use the matrix of potential new services identified in Task 2 to conduct three (3) public stakeholder engagement meetings. The goal of the stakeholder engagement meetings is to present a clear understanding of current services to rate payers, and receive feedback on the challenges and needs of the stakeholder groups for considered inclusion in the proposed services / RFP Package.

Consultant will provide a method for these public meetings that best suits the City, upon gaining a deeper understanding of the City's community and customers.

The three public stakeholder engagements will include:

- › Residential
- › Commercial and Multi-Family Residence
- › City Facility Staff

Following the stakeholder engagement meetings, Consultant will meet with City staff to review comments from the three stakeholder meetings and consider additional requests to be included in the RFP document.

Task 3 Deliverables

- Attend three virtual stakeholder meetings.
- Document comments compiled from each stakeholder meeting.
- Attend a virtual meeting with City staff to review comments from stakeholder meetings.

Task 4 Provide Recommendations for a Modern Solid Waste Agreement

Using their experience with bringing California municipalities into compliance with CalRecycle requirements, and with their understanding of recent state legislation, Consultant will advise the City on the latest state and international solid waste trends as it pertains to both franchised services and the Agreement development. This information will be discussed during the kick-off meeting, as well as in follow-up correspondence with the City.

As a result of Task 2 and 3, Consultant will provide the City in an electronic report format, an update of recent legislation, including AB 341, AB 1826, AB 1594, and SB 1383, all of which should be addressed in the City's new Modern Solid Waste Agreement. Consultant's memorandum will include suggestions and/or recommendations for solid waste programs that the City may wish to consider based on feedback from the stakeholder outreach meetings (Task 3).

Consultant will prepare a draft "deal points" report for City review that includes the following key elements:

- › Summary update of recent legislation, including AB 341, AB 1826, AB 1594, and SB 1383
- › Results of Consultant's analysis of the current franchise agreement and services, including recommendations for
 - Cost effective updates to the Agreement that align with industry best practices, to be discussed with the City.
 - Modifications to collection services and programs to incorporate recent legislative regulations and remain flexible enough to adapt to significant changes in the future.
 - Cost effective, efficient, and environmentally friendly designed program requirements, including zero emission vehicles.

- Industry best practices that focus on compliant collection programs, high-levels of customer service, and ensure transparency in rate setting and contractor performance.

As part of this task, Consultant will provide an electronic version of the draft deal points report to the City for comments. At City staff's preference, Consultant will be available for one additional meeting to review findings and address the City's comments on the draft report. Following discussion with the City and using a single compiled document with comments from the City Contract Manager, Consultant will compile their final deal points report which will serve as the basis for the new scope of work for the proposers.

Task 4 Deliverable

— One draft and one (final deal points report).

Task 5 Prepare Qualifications and Recommended Eligible Service Providers

As part of the RFP Package, Consultant will prepare minimum qualifications regarding each potential service provider's capacity and capability to perform the requisite services during the contract term and any extension. These qualifications will be required to be submitted with the submittal of proposals from qualified collection contractors.

Consultant has an extensive list of solid waste companies operating in California and nationally and will provide a mailing list to the City for consideration when sending out the RFP package. Consultant will work with the City to publicize the availability of the RFP package, and will also provide the City with a draft notice of the availability for release on City letterhead and work with City staff to post the RFP on the City's preferred website.

As part of this task, Consultant will provide an electronic version of the draft minimum qualifications to the City for comments. At City staff's preference and in conjunction with bi-weekly virtual check in meetings, Consultant will be available to meet with City staff to address the City's comments. Following discussion with the City and using a single compiled document with comments from the City Contract Manager, Consultant will compile the final minimum qualifications for incorporation into the RFP Package.

Task 5 Deliverables

- Provide one draft and one final minimum qualifications document.
- Provide extensive mailing list of service providers.

Task 6 Prepare Criteria and Methodology to Evaluate Proposals

In conjunction with Task 5, Consultant will prepare a written set of recommended evaluation criteria and a methodology for review and discussion with City staff. Consultant will provide an electronic version of the draft criteria and methodology to evaluate proposals to the City for comments. At City staff's preference and in conjunction with bi-weekly virtual check in meetings, Consultant will be available to meet with City staff to address the City's comments. Following discussion with the City and using a single compiled document with comments from the City Contract Manager, Consultant will compile final criteria and methodology to evaluate proposals for incorporation into the RFP Package.

Task 6 Deliverable

- Provide one draft and one final evaluation criteria and methodology document.

Task 7 Prepare RFP Package

Task 7.1 Prepare Request for Proposal (RFP) Package

Consultant will develop an RFP package – this includes a draft RFP, a draft modern Solid Waste Service Agreement (franchise agreement) (Task 7.2), and cost forms for proposers to complete and the evaluation criteria and methodology selected in Task 6. The draft RFP will specify minimum requirements and qualifications (selected in Task 5) and will require proposers to submit work plans that specify how they will transition to new services, achieve diversion requirements, implement customer service programs, and promote public education activities.

Separate sections of the RFP may include, for example:

- › **Section A:** Introduction to the RFP, Instructions, Schedule, and Procurement Goals and Objectives.
- › **Section B:** Available background information, demographic, service account data (tonnage, number of accounts, historical operating information, and current services).
- › **Section C:** Overview of requested service requirements.
- › **Section D:** Response format and submittal process, qualification requirements, and required work plans including:
 - Transition Plan: detailing the plans and schedule of events leading up to the provision of new services.
 - Operations Plan: presenting specific collection and processing programs to be implemented in the City including vehicles, containers, route operations, facilities, safety, and reporting.
 - Customer Service Plan: detailing specifically customer service operations.
 - Diversion Plan: describing the diversion and sustainability programs associated with providing the requested services.
 - Education and Outreach Plan: specifying methods and public education materials that will be used at program start-up and throughout the agreement term and any extensions.
 - Financial Services Plan – Access to capital, current financial statements, balance sheet, profit and loss statement and debt.
- › **Section E:** Evaluation Selection Criteria and Evaluation Process.
- › **Section F:** RFP Conditions, Communication Protocol for Contractors and the City, and Proposal Cost and Service Forms.
- › **Attachment 1:** Draft Modern Solid Waste Agreement.

Task 7.2 Prepare New Modern Solid Waste Service Agreement

Consultant will draft the new comprehensive modern Solid Waste Service Agreement (franchise agreement) incorporating the recommendations selected in Task 4. The draft agreement will add a series of performance measures to provide the hauler and the City with clear and transparent criteria to monitor hauler performance.

The performance requirements will establish minimum service standards for inclusion in the draft agreement that are both quantifiable and easily measured to verify compliance. Upon completion by City staff and Consultant, the performance requirements will be incorporated into the draft agreement.

Performance requirements may include, but are not necessarily limited to, the following:

- › Disposal and processing facility requirements, including the City's commitment to deliver a minimum of 75,297 tons of material annually to the County of Santa Barbara's Material Recovery Facility and Anaerobic Digester until 12/31/2038.
- › Minimum waste diversion requirements.
- › Collection vehicle emissions standards and requirements.
- › Collection vehicle weight, size and noise limitations.
- › Specifications for container size, color, and labeling.
- › Public education program requirements (e.g., quarterly newsletter, annual campaigns, classroom, presentations, etc.).
- › Collection and recycling services to City offices, facilities and events.
- › Disposal of homeless encampment clean-ups coordinated by the City's Environmental Services Division.
- › Collection service hours.
- › Collection service quality standards.
- › Collection driver uniforms and identification badges.

Task 7 Deliverables

- Provide draft RFP document.
- Provide draft modern solid waste service agreement.

Task 8 Finalize and Issue RFP and Agreement

Following City staff and City Attorney review, Consultant will be available to meet with City staff and the City Attorney to address comments. Based on City direction, Consultant will finalize the RFP package and provide the City with an electronic copy.

Task 8 Deliverable

- Provide final RFP document and updates to the draft modern solid waste agreement.

Task 9 Conduct a Mandatory Pre-Proposal Meeting and Prepare the RFP Addenda

Consultant will conduct a mandatory pre-proposal meeting with prospective proposers. The pre-proposal meeting will provide the opportunity for the City to review the RFP with prospective proposers and answer questions as appropriate.

Consultant will prepare written responses to questions raised before and during the pre-proposal meeting for submittal to all parties at the meeting. In addition, Consultant will prepare addenda to the RFP as necessary.

Task 9 Deliverables

- Attend one pre-proposal meeting.
- Provide written responses document.
- Provide addenda to RFP document.

Task 10 Evaluate Proposals

Consultant will assist the City with the evaluation of proposals received in response to the RFP. The evaluation will include, but not be limited to, conducting an initial "pass-fail" checklist against RFP minimum requirements, and evaluating the proposers' qualifications, references, processing and disposal facilities, approach to meeting the City's diversion requirements, customer rates (prices), collection methods, customer service programs, financial statements, transition experience and work plans.

After the initial evaluation is completed, we will prepare any written requests for clarification to the haulers, as necessary. In the event a proposal does not meet the minimum requirements of the RFP, we will recommend that the proposal be disqualified as non-compliant with the RFP requirements.

Consultant's role in the evaluation process will also include conducting reference checks, facilitating the evaluation meetings and the proposer interviews, and coordinating facility site visits. This will include preparing City staff in advance with questions to be asked to evaluate the information provided during interviews and site visits.

Separate sections of the evaluation analysis may include, for example:

- › Executive Summary: Introducing and summarizing the evaluation analysis and the recommendation;
- › Summary of RFP Responses
 - Reference Checks
 - Financial Capability
 - Technical Proposal: Work plans including Transition Plan and route design, operations and performance requirements, public safety plan, customer service plan, diversion and sustainability programs, education and outreach plan, and recordkeeping and data management plan.
 - Customer Rate and Cost Proposals: Consistent with the proposed activities, proposed equipment, requested services, and work plans.
 - Enhanced Proposal Terms.

Following drafting the evaluation analysis, Consultant will facilitate several meetings with City staff and the subcommittee, as directed by the City Contract Manager. Meetings will include (1) a summary of the proposals received, including any proposed enhancements; and (2) the results of the evaluation process.

Task 10 Deliverables

- Attend site visits to facilities of up to four potential service providers as determined by Consultant and City staff.
- Prepare site visit questions for review and approval by City staff if needed.
- Prepare detailed evaluation report of recommended proposers.
- Attend meeting with City staff to discuss evaluation criteria and select proposers to be selected for interviews;
- Coordinate interviews with up to four proposers, including scheduling and development of questions in consultation with City staff.
- Provide reference check of recommended proposers.
- Attend up to two subcommittee meetings to provide (1) a summary of the proposals received, including any proposed enhancements; and (2) the results of the evaluation process.

Task 11 Negotiate with Top Ranked Proposer(s)

Based on direction from the City Contract Manager, Consultant will confirm and clarify deal points, and participate in service agreement negotiations with the top ranked proposer(s). Negotiations will focus on clarifying the proposer's services and cost proposal and incorporating any optional services as may be selected by City staff. This Task will include meetings with the City beforehand to confirm our approach for the negotiations.

Task 11 Deliverable

— Attend up to four negotiation meetings with top ranked proposers, including pre- and post-discussions with City staff to confirm approach and recap as necessary.

Task 12 Finalize New Agreement and Present Recommendations to City Council

Consultant will present the results of the evaluation process to City Council, including recommendations made by the evaluation team. This will include a summary of the proposal process, proposals received, the evaluation process, and the results and recommendations for award of the service agreement.

Based on direction from City Council, we will incorporate any program changes or options selected by City Council and finalize the service agreement, in consultation with the City Attorney, for finalist proposer to sign. This will include incorporating changes to the draft agreement through the issuance of addenda by the City, any final program options selected during the selection process, proposed rates, final work plans, exhibits, etc.

Consultant will prepare a second presentation to City Council summarizing the evaluation process and recommendations for award based on program changes or options selected by City Council during the first presentation.

Task 12 Deliverables

- Provide presentation to City Council summarizing the evaluation process and recommendations.
- Provide recordkeeping of final direction on program changes from City Council to incorporate into final service agreement.
 - Provide revisions to the service agreement based on the results of the negotiation sessions and direction from City Council.
 - Provide draft service agreement to City Staff and City Attorney for comments and edits before finalization.
- Prepare draft staff report and presentation material for City staff review to the City Council to support the staff recommendation to execute a service agreement with the selected company.
- Provide updated service agreement for finalist with proper signatures.
- Provide support at City Council meeting summarizing the results of the final negotiations and presenting the final service agreement for approval.

Meetings

All check-in meetings to be virtual with City staff. There will be no additional costs incurred for up to 11 in-person meetings (up to 4 site visits or proposer interviews, which will be scheduled on consecutive days, up to 4 negotiation meetings, and up to 3 community meetings such as City Council or subcommittee meetings). Additional costs beyond 11 in-person meetings will be incurred for required attendance at in-person meetings. Consultant will seek City approval of additional costs before they are incurred.

Personnel

Core Team:

Carrie Baxter, Sr. Project Manager
Garth Schultz, Principal-in-Charge
Scott Hanin, Sr. Project Director
Claire Wilson, Project Manager
Nikhil Tagore-Erwin, Project Analyst

Additional On-Call Staff Members:

Richard Tagore-Erwin, Sr. Project Manager
William Schoen, Project Director
Rose Radford, Sr. Project Manager
Alex Soulard, Sr. Project Analyst

Performance Schedule

	TASK	START DATE	COMPLETION DATE
1.	Conduct a Project Kick-off Meeting	April 2022	April 2022
2.	Conduct Comprehensive Analysis of the City's Solid Waste Program	April 2022	April 2022
3.	Conduct Stakeholder Outreach Meetings	April 2022	May 2022
4.	Provide Recommendations for a Modern Solid Waste Agreement	May 2022	May 2022
5.	Prepare Qualifications and Recommended Eligible Service Proposers	May 2022	May 2022
6.	Prepare Criteria and Methodology to Evaluation Proposals	May 2022	May 2022
7.	Prepare RFP Package	May 2022	June 2022
8.	Finalize and Issue RFP and Agreement	July 2022	July 2022
9.	Conduct a Mandatory Pre-Proposal Meeting and Prepare the RFP Addenda	July 2022	July 2022
10.	Evaluate Proposals	August 2022	September 2022
11.	Negotiate with Top Ranked Proposer(s)	October 2022	November 2022
12.	Finalize New Agreement and Present Recommendations to City Council	December 2022	December 2022

Rates and Payments Schedule

TASK	STAFF					TASK TOTALS
	Garth Schultz	Scott Rankin	Carrie Baxter	Clare Wilson	Heidi Rogers-Erskine	
	\$ 200.00	\$ 200.00	\$ 220.00	\$ 200.00	\$ 170.00	
	Principal	SR Project Director	SR Project Manager	Project Manager	Project Analyst	
TASK 1: Conduct Project Kick-off Meeting	0	0	2	3	5	8
Attend Kick-off Meeting			2	2	2	
Provide Follow-up Minutes, Schedule, Milestones				1	1	
Task 1 Subtotal:	\$ -	\$ -	\$ 440	\$ 600	\$ 510	\$ 1,550
TASK 2: Conduct Comprehensive Analysis of City's Solid Waste Program	5	10	10	10	20	55
Analysis of Current Program	5	10	10	10	20	
Task 2 Subtotal:	\$ 1,425	\$ 2,850	\$ 2,200	\$ 2,000	\$ 3,400	\$ 11,875
TASK 3: Conduct Stakeholder Outreach Meetings	0	0	14	14	20	48
Residential, Comm & MFD, & City Facility (3 meetings)			10	10	16	
Compile Comments, Review with City for Incorporation into RFP Documents, Meet with City Staff			4	4	4	
Task 3 Subtotal:	\$ -	\$ -	\$ 3,080	\$ 2,800	\$ 3,400	\$ 9,280
TASK 4: Provide Recommendations for a Modern Solid Waste Agreement	5	5	10	10	0	30
Recommendations Document - Draft Deal Points	5	5	10	10		
Task 4 Subtotal:	\$ 1,425	\$ 1,425	\$ 2,200	\$ 2,000	\$ -	\$ 7,050
TASK 5: Prepare Qualifications and Recommended Eligible Service Providers	0	0	2	6	0	8
Minimum Qualifications Document & Mailing List			2	6		
Task 5 Subtotal:	\$ -	\$ -	\$ 440	\$ 1,200	\$ -	\$ 1,640
TASK 6: Prepare Criteria and Methodology to Evaluate Proposals	0	0	2	6	0	8
Evaluation Criteria and Methodology Document			2	6		
Task 6 Subtotal:	\$ -	\$ -	\$ 440	\$ 1,200	\$ -	\$ 1,640
TASK 7: Prepare RFP Package	10	10	30	60	0	110
Draft RFP Document	5	5	20	40		
Draft Franchise Agreement	5	5	10	20		
Task 7 Subtotal:	\$ 2,850	\$ 2,850	\$ 6,600	\$ 12,000	\$ -	\$ 24,300
TASK 8: Finalize and Issue RFP and Agreement	0	0	10	10	0	20
Final RFP Package, including Draft Franchise Agreement			10	10		
Task 8 Subtotal:	\$ -	\$ -	\$ 2,200	\$ 2,000	\$ -	\$ 4,200
TASK 9: Conduct Mandatory Pre-Proposal Meeting and Prepare the RFP Addenda	1	1	16	16	0	34
Pre-Proposal Meeting			4	4		
Responses to Questions and Addenda (as necessary)	1	1	12	12		
Task 9 Subtotal:	\$ 285	\$ 285	\$ 3,520	\$ 3,200	\$ -	\$ 7,290
TASK 10: Evaluate Proposals	0	13	90	118	120	341
Meet with City Staff - Initial Pass/Fail		1	2	2	8	
Review Proposals - Draft Detailed Evaluation Report		10	60	60	100	
Site Visits to Facilities (up to 4)			12	12		
Interviews (up to 4)			12	12		
Reference Checks					12	
Subcommittee Meetings (up to 2)		2	4	12		
Task 10 Subtotal:	\$ -	\$ 3,705	\$ 15,800	\$ 23,800	\$ 20,400	\$ 67,905
TASK 11: Negotiate with Top Ranked Proposer(s)	0	4	12	12	0	28
Up to 4 Negotiations Sessions		4	12	12		
Task 11 Subtotal:	\$ -	\$ 1,140	\$ 2,640	\$ 2,400	\$ -	\$ 6,180
TASK 12: Finalize New Agreement and Present Recommendations to City Council	0	0	12	22	0	34
Present Evaluation Process and Recommendations			4	4		
Final Franchise Agreement Amendments to CA				10		
Presentation and Staff Report for City Council			4	4		
Attend Council Meeting			4	4		
Task 12 Subtotal:	\$ -	\$ -	\$ 2,640	\$ 4,400	\$ -	\$ 7,040
					Total Project Cost:	\$149,550
					Total Project Hours:	724